



INVITATION TO BID

Solid Waste Disposal Services ITB No. 2015-16-9500-00-016

MANDATORY PRE- BID CONFERENCE

THURSDAY, MAY 5, 2016 AT 2:00 PM

DEADLINE FOR REQUESTING ADDITIONAL INFORMATION & CLARIFICATION

WEDNESDAY, MAY 11, 2016 AT 2:00 PM

DEADLINE FOR SUBMITTING BIDS

TUESDAY, MAY 31, 2016 AT 2:00 PM

AT

**CITY OF HIALEAH
OFFICE OF THE CITY CLERK
CITY HALL, 3RD FLOOR
501 PALM AVENUE
HIALEAH, FL 33010 - 4719**

Each Bidder is solely responsible for ensuring that it submits its response to this Bid Solicitation at the Office of the City Clerk on or before the applicable deadline. The City of Hialeah will not be responsible for delays caused by the United States Postal Service or any other occurrence.

Copies of this ITB Document may be obtained by contacting Angel Ayala, the Acting Director of the Purchasing Department, at AAyala@Hialeahfl.gov.

Contact Person: Angel Ayala, Acting Purchasing Director
Email: AAyala@Hialeahfl.gov | Phone: (305) 883-5988 | Fax: (305) 883-5871



The City of Hialeah, Florida (hereinafter referred to as the "City"), is hereby soliciting Bids from all qualified companies that wish to dispose of the City's Class I Waste (e.g., Garbage, Rubbish, Yard Trash, and Bulky Waste) collected by the City's franchisee. Any company ("Person") wishing to submit a Bid shall comply with the requirements contained in this Invitation to Bid ("ITB" or "Solicitation") for Solid Waste Disposal Services (ITB No. 2015-16-9500-00-016).

Each Bid shall be submitted in a sealed envelope. The outside of each sealed envelope must clearly indicate the name and number of this ITB (Solid Waste Disposal Services; ITB No. 2015-16-9500-00-016); the Bidder's name and address; and the name, telephone number, and e-mail address of the Bidder's contact Person.

Each Bid shall be delivered to the City no later than the date and time specified below. Bids received after said date and time will not be considered and no time extensions will be granted. Each Bid shall be delivered to the City of Hialeah, Office of the City Clerk, Hialeah City Hall, 3rd floor, 501 Palm Avenue, Hialeah, FL 33010.

The City's schedule for this Solicitation is as follows:

Event	Date	Time
ITB Issued:	April 29, 2016	
Mandatory Pre-Bid Conference:	May 5, 2016	2:00 PM
Deadline for Submittal of Written Questions:	May 11, 2016	2:00 PM
Deadline for Submittal of Bids:	May 31, 2016	2:00 PM
City Council Awards Contract:	June 2016	

(The City reserves its right to delay or modify the scheduled dates. The City will publish notice, or provide notice to potential Bidders that attended the Pre-Bid Conference, if the City changes any of the scheduled dates.)

Copies of this Solicitation may be obtained from the City's Purchasing Department.

MANDATORY PRE-BID CONFERENCE

A **MANDATORY** Pre-Bid Conference will be held on the date and time specified above at Hialeah City Hall, 3rd floor, 501 Palm Avenue, Hialeah, FL 33010, in the City Council Chambers, to discuss the special conditions and requirements included in this Solicitation. Each Bidder must attend the Pre-Bid Conference. The City will reject any Bid submitted by a Person that did not attend the Pre-Bid Conference. Each potential Bidder should bring a copy of this Solicitation to the conference because copies of this Solicitation will not be provided at the Pre-Bid Conference.

ACCEPTANCE AND REJECTION OF BIDS

The City reserves its right to: reject any or all Bids, with or without cause; waive minor irregularities with regard to the Bid requirements and the Bids received; and award the City's contract to the Bidder that is deemed by the City to be responsive, responsible, and providing the best overall value to the City.

Please be advised that this Solicitation is issued subject to the requirements in the City of Hialeah's Code of Ordinances. Also note that communications with the Mayor, City Council, and City Staff are restricted, as specified in Sections 6.5 and 6.18 of this Solicitation.

We look forward to your active participation in this Solicitation.

Sincerely,

A handwritten signature in cursive script that reads "Angel Ayala".

Angel Ayala,
Acting Purchasing Director

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Agreement for the Disposal of Class I Waste

SECTION 1.0

DEFINITIONS

The capitalized words in this Invitation to Bid ("ITB") are defined in this Section 1.0 or they are defined in the "Agreement for the Disposal of Class I Waste," which is attached hereto in Section 7 of this ITB.

"Award" means City Council's decision to award the City's Agreement to a Bidder.

"Awarded Bidder" means the Bidder selected by the City Council to serve as the City's Contractor under the Agreement.

"Bidder" means a Person, company, entity or organization submitting a Bid in response to this Invitation to Bid.

"Designated Facility" means the Transfer Station, Disposal Facility (i.e., landfill), or other facility where the Bidder/Contractor will receive the City's Class I Waste.

END OF SECTION 1

SECTION 2.0

SCOPE OF SERVICES

2.1 INTRODUCTION

The City of Hialeah ("City") is issuing this Invitation to Bid ("ITB" or "Solicitation") because the City wishes to solicit competitive bids for the disposal of the Class I Waste (e.g., Garbage, Rubbish, Bulk Waste, Yard Trash) collected from the City's residents by the City's franchisee (currently Progressive Waste Services of FL, Inc. or "Progressive") or other Contract Haulers. The City's scope of services is set forth in the "Agreement for the Disposal of Class I Waste" ("Agreement") that is contained in Section 7 of this ITB. This ITB and the City's Agreement are based on the concept that the Awarded Bidder (i.e., Contractor) will receive the City's Acceptable Waste at a Transfer Station and then the Contractor will transport the City's waste to a Class I Landfill for disposal.

The Agreement contains the specific terms and conditions that will govern the Contractor's work for the City. Each Bidder must review the Agreement carefully and then base its Bid on the assumption that the Awarded Bidder will be required to execute the Agreement, as is, without changes. The City will reject any Bid that is conditional, or subject to exceptions or qualifications, or based on alternate contractual provisions.

The City is not soliciting and does not wish to receive bids for: (a) the collection of Solid Waste; (b) hauling Solid Waste from the City to the Transfer Station; or (c) the use of any Solid Waste processing or disposal facility that has not yet been built and placed into commercial operation.

If a potential Bidder wishes to receive the City's Class I Waste at an existing, licensed waste-to-energy facility, the potential Bidder must give notice to the City in writing at or before the Pre-Bid Conference. Following the receipt of the Bidder's notice, the City will determine whether the City will issue an addendum to this ITB and thereby authorize the submittal of a Bid based on the use of the municipal waste combustor.

2.2 MINIMUM QUALIFICATIONS

Each Bidder must submit all of the documents and information necessary to demonstrate that the Bidder has the resources and experience to provide the services required by the Agreement. Any Bidder that fails to satisfy the following minimum requirements may be deemed "NON-RESPONSIVE".

- 2.2.1 Each Bidder must submit proof that the Bidder is authorized to do business in the State of Florida and is in good standing.
- 2.2.2 Each Bidder must identify the name and address of the Transfer Station where the Bidder will receive the City's Class I Waste.
- 2.2.3 Each Bidder must identify the name and address of the Class I Landfill that the Bidder will use for the disposal of the City's Class I Waste.

- 2.2.4 Each Bidder must verify that the Bidder's Transfer Station and Class I Landfill have received the necessary solid waste permits from the Florida Department of Environmental Protection ("FDEP"), and have been in commercial operation for at least one year prior to the date when the Bidder submits its Bid to the City.
- 2.2.5 Each Bidder must identify the capacity (tonnage) limits, if any, that have been placed on the Bidder's Transfer Station by FDEP and other governmental authorities. Each Bidder must identify the average number of Tons of Solid Waste that currently are delivered to the Bidder's Transfer Station each operating day and each year, based on the last year of operation. Each Bidder shall verify that the Bidder's Transfer Station has sufficient permitted capacity to receive all of the Class I Waste that will be delivered by the City, in addition to the Solid Waste that is delivered to the Transfer Station by other people. For the purposes of this analysis only, each Bidder should assume the City and its Contract Hauler will deliver 70,000 Tons of Solid Waste to the Transfer Station each year. **(NOTE: THIS VALUE IS BEING USED SOLELY FOR THE PURPOSE OF COMPARING AND EVALUATING PROPOSALS; IT IS NOT A GUARANTEE, WARRANTY, OR REPRESENTATION ABOUT THE AMOUNT THAT ACTUALLY WILL BE DELIVERED.)**
- 2.2.6 Each Bidder must identify the capacity (tonnage) limits, if any, that have been placed on the Bidder's Class I Landfill by FDEP and other governmental authorities. Each Bidder must identify the average number of Tons of Solid Waste that currently are delivered to the Class I Landfill each operating day and each year, based on the last year of operation. Each Bidder shall verify that the Bidder's Class I Landfill has sufficient permitted capacity to receive all of the Class I Waste that will be delivered by the City, in addition to the Solid Waste that is delivered to the landfill by other people, throughout the term of the Agreement. Each Bidder must identify the year when the Bidder's Class I Landfill is expected to close (i.e., assuming the landfill will continue to receive Solid Waste at the current rate plus the City's waste, and assuming the necessary permits will be issued in the future by the FDEP and other agencies). For the purposes of this analysis only, each Bidder should assume the City and its Contract Hauler will deliver 70,000 Tons of Solid Waste to the Transfer Station each year.
- 2.2.7 Each Bidder must: (a) verify that there are no outstanding compliance issues concerning the Transfer Station and Class I Landfill, including but not limited to warning notices, notices of violation, consent orders, building code violations, lawsuits, code enforcement cases, administrative proceedings, or similar matters; or (b) identify all such outstanding compliance issues, summarize the relevant facts about each compliance issue, and explain how these compliance issues will be resolved, without jeopardizing the Bidder's ability to receive the City's Class I Waste in compliance with the Agreement. Each Bidder must verify that there are no pending or threatened lawsuits or other proceedings that jeopardize the Bidder's ability to perform in compliance with the requirements in the Agreement.

- 2.2.8 Each Bidder must identify the alternate facilities, if any, the Bidder will use for the disposal of the City's Class I Waste if the Bidder's Class I Landfill is unable to receive the City's Class I Waste. For each alternate facility, the Bidder must provide all of the information that is requested herein concerning the Bidder's Class I Landfill.
- 2.2.9 Each Bidder must demonstrate, pursuant to Section 3.3, below, that the Bidder has the ability to obtain and provide the insurance required under Section 15 of the Agreement.
- 2.2.10 Each Bidder must confirm, pursuant to Section 3.5, below, that the Bidder has the ability to obtain and provide the Performance Bond required under Section 14 of the Agreement.
- 2.2.11 Each Bidder must confirm that the Bidder will provide the Parent Corporation Guarantee required under Section 3.17 of the Agreement.
- 2.2.12 Each Bidder must provide a Bid Bond in the amount of Fifty Thousand Dollars (\$50,000), in compliance with the requirements in Section 3.5, below.

2.3 SPECIFIC REQUIREMENTS IN AGREEMENT

As noted above, the Agreement (attached hereto in Section 7) identifies the specific terms and conditions that the Bidder will be required to satisfy if the Bidder is selected by the City. Each Bidder should carefully review the Agreement before submitting a Bid.

The terms and conditions contained in this ITB shall govern the City's competitive procurement process under this Solicitation. After the City and the Awarded Bidder execute the Agreement, the parties shall be governed solely by the requirements in the Agreement.

2.4 SOLICITATION TIMETABLE

The following timetable should be used as a working guide for planning purposes. The City reserves its right to adjust this timetable, as the City deems necessary, during the course of this Solicitation process. The City will publish notice, or provide notice to potential Bidders that attended the Pre-Bid Conference, if the City changes any of the scheduled dates.

Event	Date	Time
ITB Issued:	April 29, 2016	
Mandatory Pre-Bid Conference:	May 5, 2016	2:00 PM
Deadline for Submittal of Written Questions:	May 11, 2016	2:00 PM
Deadline for Submittal of Bids:	May 31, 2016	2:00 PM
City Council Awards Contract:	June 2016	

2.5 MANDATORY PRE-BID CONFERENCE

A **MANDATORY** Pre-Bid Conference ("Conference") will be held on the date and time specified in the Solicitation Timetable (Section 2.4). The Conference will be held at the City of Hialeah's City Hall, 501 Palm Avenue, Hialeah, FL 33010 in the City Council Chambers on the third floor. The Conference will provide the City and potential Bidders with an opportunity to discuss the special conditions and requirements included in this Solicitation. Each Bidder must attend the Conference. The City will not Award the Agreement to a Person that did not attend the Conference. Attendees at the Conference will be required to sign-in and identify the Bidder he or she represents. Attendees should bring this ITB to the conference because copies of the ITB will not be provided.

2.6 BID CLARIFICATION AND INQUIRIES

Any questions or suggestions concerning this Solicitation shall be submitted in writing by mail, facsimile, or e-mail to Mr. Angel Ayala, the City's Acting Purchasing Director. Mail should be sent to Mr. Ayala and the Purchasing Department at 501 Palm Avenue (4th Floor), Hialeah, Florida 33010. Facsimile transmissions shall be directed to Mr. Ayala at (305) 883-5871. E-mails shall be directed to AAyala@Hialeahfl.gov.

The ITB number and title must be identified in all correspondence. Be sure to include the page and paragraph number of the ITB for each question or suggestion to ensure that they are responded to correctly. All questions and suggestions must be delivered no later than the time and date specified in the Solicitation Timetable (Section 2.4).

NO ORAL QUESTIONS OR SUGGESTIONS WILL BE ADDRESSED BY THE CITY, EXCEPT DURING THE PRE-BID CONFERENCE. NO QUESTIONS OR SUGGESTIONS WILL BE ACCEPTED AFTER THE DEADLINE FOR SUBMITTING WRITTEN QUESTIONS.

The City's official responses to questions and suggestions will be sent to all Bidders in an addendum. Bidders may not rely on statements or other information provided by the City unless such information is contained in a written addendum to this ITB.

It is the Bidder's sole responsibility to ensure the Bidder receives all addenda.

END OF SECTION 2.0

SECTION 3.0 SPECIAL CONDITIONS

3.1 PURPOSE

The purpose of this ITB is to solicit qualifications and prices from Persons that wish to provide the services requested in this Solicitation. This ITB provides interested Persons with general information concerning the procedures that will be used to select the Awarded Bidder (Contractor).

3.2 METHOD OF AWARD

The City plans to use a two-step process when evaluating Bids. First, each Bid will be opened and evaluated to determine whether the Bidder is responsive and responsible. Pursuant to Section 2-811 of the City's Code, a responsible Bidder "means a person who has the capacity in all respects to fully perform the contract requirements and has the integrity and reliability that will ensure good faith performance." Under the City Code, a responsive Bidder "means a person who has submitted a bid or proposal that conforms in all material respects to the invitation to bid. . . ."

The City reserves its right to take all steps it deems necessary to evaluate the Bidder's qualifications. Among other things, the City may request additional information from the Bidder or any other Person, obtain credit reports, and/or contact other local governments that have entered into contracts with the Bidder. A Bidder that does not provide the information requested by the City may be disqualified from this Solicitation. The City will not Award the Agreement to any Bidder that is deemed not responsive or not responsible.

The Bidder's prices will be evaluated after the City concludes that a Bidder is responsive and responsible. The City plans to award its Agreement to the responsive, responsible Bidder that offers the lowest net cost for the disposal of the City's Class I Waste.

The City shall have the exclusive authority to determine how the City will calculate the net cost for each Bid. The net cost is the sum of (a) the annual cost that will be paid by the City to the Bidder for disposal services and (b) the annual cost that will be paid by the City to have the City's Contract Hauler (Progressive) transport the City's Class I Waste to the Bidder's Transfer Station. The net cost will be calculated by using the following formula:

$$NC = DC + TC$$

In this formula:

NC is the annual Net Cost of using the Proposer's facilities

DC is the annual Disposal Cost for using the Proposer's facilities

TC is the annual Transportation Cost for using the Proposer's facilities

The annual disposal cost (DC) will be calculated by multiplying (a) the Service Fee (expressed in dollars per Ton) that the Bidder will charge for the disposal of the City's Class I Waste and (b) the number of Tons of Class I Waste that the City estimates it will deliver to the Designated Facility each year. For the purposes of calculating the annual disposal cost, the City will assume that each year it will deliver seventy thousand (70,000) Tons of Class I Waste to the Designated Facility.

The City shall use the following methodology to calculate the City's estimated transportation cost (TC). First, the City shall determine, in its sole discretion, the most appropriate truck route from the City centroid (as defined below) to the Bidder's Transfer Station. The proposed route shall follow approved truck routes and through routes to the greatest extent deemed practicable by the City. Second, the City shall determine the one-way distance from the City centroid (as defined below) to the Designated Facility, following the route selected by the City. The one-way distance shall be measured in miles, rounded to the nearest one-tenth of a mile (0.1). For the purposes of this Solicitation only, the approximate location of the City centroid shall be defined to be 1201 West 49th Street, Hialeah, Florida. Third, the one-way distance to the Designated Facility will be used to calculate the fee that the City must pay to Progressive for transporting the City's residential waste to the Transfer Station. If the distance to the Designated Facility would cause the City's rates to increase under the City's exclusive franchise agreement with Progressive, the increase in the rate (expressed per dwelling unit per month) will be multiplied by the number of dwelling units in the City. For the purposes of this Solicitation only, the City will assume that there are thirty-seven thousand one hundred thirteen (37,113) dwelling units. For each Bid, the transportation cost will be calculated by multiplying (a) the increase (if any) in Progressive's rate per dwelling unit per month, (b) twelve (12) months per year, and (c) 37,113 dwelling units. The resultant value is the transportation cost (TC) that will be added to the disposal cost (DC). The sum of these two (2) values will be the Net Cost (i.e., $NC = DC + TC$).

(NOTE: NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS SOLICITATION, THE CITY IS NOT PROVIDING AND AFFIRMATIVELY DISCLAIMS ANY GUARANTEE, REPRESENTATION, OR WARRANTY ABOUT THE AMOUNT OF CLASS I WASTE THE CITY WILL DELIVER TO THE BIDDER OR THE NUMBER OF DWELLING UNITS IN THE CITY.)

3.3 INSURANCE

Each Bidder must provide proof of its ability to obtain insurance complying with the requirements specified in Section 15 of the Agreement. At a minimum, each Proposer shall submit an "Information Only Accord Certificate" demonstrating the Bidder's ability to obtain the required level of insurance. Certificates of insurance complying with the requirements in the Agreement do not need to be submitted with the Bid; however, certificates of insurance will be required before the City executes the Agreement with the Awarded Bidder.

The Awarded Bidder must submit satisfactory Certificates of Insurance, naming the City of Hialeah as an additional insured for the insurance required by the Agreement, within fifteen (15) days after the Award to the Awarded Bidder.

All insurers must satisfy the criteria in Section 15 of the Agreement.

3.4 INDEMNIFICATION OF CITY

The Contractor must indemnify the City in compliance with Section 12 of the Agreement.

3.5 BID BOND AND PERFORMANCE BOND

A Bid Bond in the amount of Fifty Thousand Dollars (\$50,000) must be submitted with each Bid under this Solicitation. Each Bidder must use the form for the Bid Bond that is provided in Appendix C, below.

Each Bidder must confirm that, if the Bidder is selected by the City, the Bidder will obtain and provide a Performance Bond that complies with the requirements in Article 14 of the Agreement. A Performance Bond must be submitted to the City within fifteen (15) days after the Agreement is Awarded to the Awarded Bidder.

3.6 CONFLICTS OF INTEREST

The City's conflict of interest guidelines are contained in Article IV of the City Code, as amended, and the guidelines shall apply to any Bid submitted in response to this Solicitation. Each Bidder, City employee, and Council member also must comply with conflict of interest and other requirements set forth in Section 2-11.1 (Conflict of Interest and Code of Ethics Ordinance) of the Miami-Dade County Code of Ordinances, to the extent they are applicable. Bidders should be aware that, if awarded a contract, no person under the City's employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Bid may have any personal financial interest, directly or indirectly, with any contractor or vendor providing professional services on work assigned to the Bidder, except as fully disclosed and approved by the City. The Bidder also should be aware that no person having such an interest shall be employed by the Bidder to work on this project.

3.7 BID CONDITIONS

3.7.1 THE CITY'S RIGHTS

In its sole and absolute discretion, the City may: reject any or all Bids; re-advertise this ITB; postpone or cancel this ITB process at any time; or waive any minor irregularities in this ITB or in any Bid received by the City.

The City shall have the sole and absolute discretion to determine: the criteria and processes by which Bids will be evaluated; the manner and extent to which the City will investigate a Bidder's qualifications; whether a Bidder is qualified; whether a Bid is responsive to this ITB; the net cost to the City of accepting any Bid; whether a Bidder will receive an Award of the Agreement; and whether any Award will be made as a result of this ITB.

In no event will any successful challenger of these determinations or decisions be automatically entitled to an Award of the Agreement.

The submittal of a Bid shall constitute an offer by the Bidder to provide the services described in this ITB, subject to and in compliance with the requirements in the Agreement.

3.7.2 RULES, REGULATIONS, AND REQUIREMENTS

Each Bidder shall comply with all Applicable Law, including but not limited to all local, state, and federal laws, ordinances, and regulations applicable to this Solicitation and the services required in the Agreement.

3.7.3 CHANGE OF BID

Any Bidder that wishes to change its Bid must do so in writing prior to the deadline for submitting Bids. Any request for changes to a Bid must be delivered to the City Clerk prior to the deadline for submitting Bids. The Bidder's name, the title of this Solicitation, and this Solicitation number shall appear on the document requesting a change to the Bid.

3.7.4 WITHDRAWAL OF BID

A Bid may be withdrawn prior to the deadline for submitting Bids to the City under this ITB. Any Bid that is not withdrawn in time shall constitute an irrevocable offer to provide the services requested herein. The offer shall remain in effect for the period of one hundred eighty (180) days after the deadline for submitting the Bid.

3.7.5 CONTRACT AWARD

If the City decides to award its work to a Bidder, the Bidder shall be required to sign the Agreement that is attached to this Solicitation within fifteen (15) days after the City awards the work. The Awarded Bidder also must provide its Insurance Certificates, Performance Bond, and Parent Corporation Guarantee to the City within fifteen (15) days after the Award.

3.8 VENDOR REGISTRATION

The Awarded Bidder shall register with the City as a vendor and shall remain registered with the City throughout the term of the Agreement. By submitting a Bid in response to this Solicitation, the Bidder confirms that it is knowledgeable about and will comply with the City's procurement procedures and the City's Code of Ordinances.

3.9 REVIEW OF BIDS

The City will not grant any request for copies of the Bids and will not allow anyone to review the Bids until thirty (30) days after the Bids are received by the City or the City announces it will Award the work to an Awarded Bidder.

3.10 SUB-CONTRACTORS

Each Bidder must identify all of the Subcontractors that the Bidder will use when providing its disposal services to the City. The Bidder shall complete Form A-6 ("Bidder's Subcontractors") and submit the form in their Bid.

3.11 COMPLETE SERVICES REQUIRED

The Agreement describes the services required by the City. However, the City's failure to specifically list any item of work in the Agreement shall not relieve the Awarded Bidder (Contractor) of its responsibility to furnish all of the services and perform all of the work required to complete all of the tasks identified in the Agreement.

3.12 BID SUBMITTAL/ADDENDUMS

Each Bid submitted to the City shall include all of the completed Bid forms and all of the required information, as indicated on the Bid forms. Bids may be considered "Non-Responsive" if the required information is not submitted with the Bid package.

Before submitting a Bid, each Bidder shall make all investigations and examinations necessary to determine whether any addenda to this ITB were issued by the Purchasing Department.

3.13 GROUND FOR REJECTING BIDS

Bids found to be non-responsive shall not be considered. A Bid may be found to be non-responsive because, among other things, the Bidder: failed to utilize or complete the required forms; failed to provide additional information requested by the City; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; or provided improper or undated signatures. The City's grounds for rejecting Bids include, but are not limited to, evidence of: collusion among Bidders; a lack of experience, expertise, or other qualifications to perform the required work; a submission of more than one Bid by any Person under the same or different names; the failure to perform satisfactorily or meet financial obligations on previous contracts; the employment of unauthorized aliens in violation of Section 274(A)(e) of the Immigration and Naturalization Act; the listing of a Bidder on the U.S. Comptroller General's List of Ineligible Companies for Federally Financed or Assisted Projects; or the listing of a Bidder on Miami-Dade County's Debarred Contractor's List. In addition, Bids will be rejected if the Bids are not delivered to the City Clerk on or before the date and time specified for the submittal of the Bid.

3.14 LATE SUBMISSIONS

The City will not accept Bids received after the deadline designated in Section 2.4 of this ITB. The City encourages the early submittal of Bids.

3.15 BID OPENING

In this Solicitation, the award of the Agreement shall be based solely on the economic cost (i.e., net cost) to the City under a Bid submitted by a responsive, responsible Bidder, as described in Section 3.2, above.

The names of the Bidders will be announced at the Bid opening, which will occur promptly after the deadline for the submittal of Bids. The Bidder's proposed Service Fee, as set forth in the Cost Forms, will be read aloud at the Bid Opening. The Bid Opening will occur in the Council Chambers, which are located on the 3rd floor of City Hall, 501 Palm Avenue, Hialeah, FL 33010. A list of Bidders shall be available from the City Clerk's Office within 24 hours of the Bid opening.

3.16 NO WARRANTY CONCERNING CITY DATA

The data contained in this ITB, and any data that may be provided by an employee or agent of the City, are presented to the Bidders as a convenience only. The City makes no warranty or guarantee concerning the accuracy of any data or information set forth in this Solicitation or any other document. Bidders shall make no claim against the City because of any such data that proves to be erroneous in any respect. Each Bidder shall have sole responsibility for determining all of the relevant facts that may affect its Bid.

3.17 PARENT CORPORATION GUARANTEE

The Awarded Bidder must provide a Parent Corporation Guarantee to the City, in compliance with the requirements in Section 10.3 of the Agreement, within fifteen (15) days after the Award of the Agreement.

END OF SECTION 3.0

SECTION 4.0

BID FORMAT

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE BID BEING SUBMITTED IS COMPLETE AND ADDRESSES ALL OF THE REQUIREMENTS SET FORTH IN THIS ITB.

PLEASE READ THE ENTIRE SOLICITATION CAREFULLY BEFORE SUBMITTING A BID.

4.1 GENERAL INSTRUCTIONS

Bidders should carefully follow the format and instructions outlined in this Section 4, observing format requirements where indicated. All materials are to be submitted on 8 1/2" X 11" paper, paginated and separated by tabs to identify each required section. Each Bid shall be neatly typed and double-sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required.

Please be concise in all responses. If any category is NOT APPLICABLE, expressly state that it is not applicable. Bids that do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

4.2 COPIES

Please submit an original Bid and clearly mark the "Original" as such. Five (5) complete paper copies of the original Bid also must be submitted with the original Bid. In addition, one complete copy of the original signed Bid must be submitted to the City in an electronic (digital) format, in an Adobe (pdf) file, on a compact disk (CD), DVD, or USB Flash Drive. The CD, DVD, or USB Flash Drive must be clearly labeled with the Bidder's name, the Solicitation number, and the Solicitation title. If any one of the copies is incomplete, the Bid may be deemed non-responsive.

4.3 SUBMISSION OF BID PACKAGE

Each Bid and the copies shall be submitted in a sealed envelope or other secure packaging. The outside of each sealed envelope or package must clearly indicate the name and number of this Solicitation (i.e., Solid Waste Disposal Services; ITB No. 2015-16-9500-00-016); the Bidder's name and address; and the name, telephone number, and e-mail address of the Bidder's contact Person.

Bids shall be delivered no later than the time and date specified in the Solicitation Timetable (Section 2.4). After the deadline for submitting Bids, the name of each Bidder and their proposed Service Fee will be read aloud in the Council Chambers (Hialeah City Hall; 3rd Floor) by the City Clerk.

BIDS RECEIVED AFTER THE DEADLINE SPECIFIED IN THE SOLICITATION TIMETABLE WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED

Each Bid must be delivered to the City of Hialeah, Office of the City Clerk, 3rd floor, 501 Palm Avenue, Hialeah, FL 33010.

4.4 TABBING OF SECTIONS

Each section of the Bid shall be separated by a physical tab/divider to insure that necessary documents are not overlooked. You may label each tab as 1, 2, 3, etc. If a tab section does not apply to you, you should put "Not Applicable" on the tab divider page or on a sheet of paper.

4.5 SECTION 1 APPENDICES AND FORMS

Each Bidder must submit the three forms described below. Responses should correspond to each section and subsection of the Solicitation and should be labeled accordingly.

4.5.1 BID SUBMITTAL FORM (APPENDIX A)

The Bid Submittal Form must be submitted. The Bid Submittal Form must be completely and neatly filled-in.

4.5.2 COST FORM (APPENDIX B)

A Cost Form must be executed and submitted in the Bid Package. In the Cost Form, the Bidder shall identify the Service Fee (i.e., the cost per Ton) that the City must pay to the Bidder for each Ton of Class I Waste that is delivered to the Bidder's Designated Facility by the City or a Contract Hauler.

4.5.3 BID BOND (APPENDIX C)

Each Bidder must submit a Bid Bond with their Bid Package. The Bidder must use the form that is attached hereto in Appendix C.

4.6 SECTION 2 NARRATIVE DESCRIPTION OF QUALIFICATIONS

The Bidder must demonstrate that it satisfies the minimum qualification requirements set forth in Section 2, above. All of the Bidder's information concerning qualifications must be submitted in the Bid Package.

4.7 SECTION 3 BID FORMS

All of the City's standard bid forms must be completed (with all blanks filled in), executed, and properly notarized. The following forms must be submitted in the following order:

Vendor Registration (if not registered)

Form A-1 Public Entity Crimes Affidavit

Form A-2 Non-Collusion Affidavit

Form A-3 Bidder Acknowledgement
Form A-4 City of Hialeah Disclosure Affidavit
Form A-5 Submittal Checklist Form
Form A-6 Bidder's Subcontractors

Please include all applicable forms with your Bid documents. Each form must be filled in completely, signed and notarized. E-mailed forms will NOT be accepted.

With regard to Form A-3 "Bidder Acknowledgement", it is the responsibility of the Bidder to check for and obtain all addenda to this ITB.

END OF SECTION 4.0

SECTION 5.0
FORMS AND APPENDICES



Forms
& Appendices



Appendix A

BID SUBMITTAL FORM: SOLID WASTE DISPOSAL SERVICES ITB No.: 2015-16-9500-00-016

FEIN NO. : ____/____-____/____/____/____/____/____/____
(Bidder's Federal Employer Identification Number) If none, Bidder's Social Security Number

The undersigned Bidder certifies that this bid is submitted in accordance with the bid specifications and conditions governing this bid, and that the Bidder will accept any award(s) made to him as a result of this bid.

FIRM NAME: _____

STREET ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO.: _____ **FAX NO.:** _____

E-MAIL: _____

By signing this document the Bidder agrees to all of the terms and conditions of this Solicitation and the Agreement that is attached hereto in Section 7 of this ITB.

AUTHORIZED SIGNATURE _____ **Date** _____
PERSON AUTHORIZED TO SUBMIT BID

PRINT NAME OF BIDDER'S REPRESENTATIVE _____

TITLE OF BIDDER'S REPRESENTATIVE _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.



Appendix B

COST FORM

SOLID WASTE DISPOSAL SERVICES

ITB No.: 2015-16-9500-00-016

The City's payments to the Contractor shall be calculated in the manner described in Article 6 of the Agreement for the Disposal of Class I Waste ("Agreement"), which is attached to the City's ITB.

In the space provided below, the Bidder shall write the Service Fee -- i.e., the dollar amount that the City will be required to pay to the Contractor for each Ton of Class I Waste delivered to the Bidder's Designated Facility (Transfer Station) by the City or a City Hauler:

- A. Service Fee \$ _____ per Ton [write the number]
- B. By signing and submitting this document, the Bidder: (1) acknowledges that the Bidder has carefully reviewed the terms, conditions, and requirements concerning this Solicitation, including the Agreement and any addenda to the ITB; (2) if selected by the City, the Bidder will promptly execute the Agreement, as is, without change, within fifteen (15) days after the Award; (3) the Bidder will provide its services to the City in compliance with the requirements in the Agreement, in exchange for the Service Fee described above; (4) the Bidder will hold this offer open for a period of one hundred and eighty (180) days from the deadline for the delivery of Bids and, if the Bidder is selected as the top-ranked Bidder, the Bidder will hold this offer open for such further period (if any) as is necessary for obtaining a final Award and executing the Agreement; and (5) the undersigned individual is duly authorized by the Bidder to submit this Bid on behalf of the Bidder.
- C. The Bidder acknowledges that the capitalized words in this form are defined in the Agreement and shall have the meaning set forth therein.

[Signature page follows.]

COST FORM - CONTINUED
SOLID WASTE DISPOSAL SERVICES
ITB No.: 2015-16-9500-00-016

Name of Bidder (Please Print)

Name of Bidder's Agent (Please Print)

Title:

Signature of Bidder's Agent

Date:

WITNESSES

Witness Name (Please Print)

Witness Signature

Witness Name (Please Print)

Witness Signature



Appendix C

BID BOND: **SOLID WASTE DISPOSAL SERVICES** **ITB No.: 2015-16-9500-00-016**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____,
_____, as Principal, and _____

as Surety, are hereby held and firmly bound unto the City of Hialeah, a municipality in the State of Florida, and the City Commission, in the penal sum of Fifty Thousand Dollars (\$50,000.00), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, and our successors and assigns.

Signed this _____ day of _____, 2016.

The condition of the above obligation is such that the Principal has submitted a certain Bid to the City of Hialeah, Florida, pursuant to the City's Invitation to Bid (ITB No. 2015-16-9500-00-016) and, under such Bid, the Principal shall enter into an "Agreement for the Disposal of Class I Waste" ("Agreement") with the City for the disposal of solid waste. The Principal's Bid is attached hereto and made a part hereof.

NOW, THEREFORE,

- (a) If said Bid is rejected by the City, then this obligation shall be void;
- (b) If said Bid is accepted by the City and the Principal executes and delivers the Agreement (properly completed in accordance with said ITB and Bid) and furnishes a certificate of insurance, performance bond, and parent corporation guarantee, and shall in all other respects perform in compliance with the Agreement created by the acceptance of said Bid, then this obligation shall be void;
- (c) Except as provided in (a) and (b), above, this obligation shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the City may accept the Bid, and said Surety does hereby waive notice of any such extension. The Surety hereby attests and confirms that the Surety: has a resident agent in the State of Florida; is rated "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide; is listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds; and has been in business for at least five (5) years.

**Bid Bond
(continued)**

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

By: _____

By: _____

Title: _____

Title: _____

Witness

Witness

Signature of Witness

Signature of Witness

Print Name of Witness

Print Name of Witness

Witness

Witness

Signature of Witness

Signature of Witness

Print Name of Witness

Print Name of Witness

Form A-1

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the City of Hialeah, Florida, by _____

(print individual's name and title)

For _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1) (e) **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administration Hearings and the Final Order entered by the Administrative Law Judge determined that it was not in the public interest to place the person or entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 2016.

Personally known _____

OR Produced Identification _____

(Type of identification)

Notary Public - State of _____

(Printed typed or stamped
commissioned name of notary public)

Form A-2

NONCOLLUSION AFFIDAVIT OF BIDDER

State of _____)

County of _____)

_____, being first duly sworn,
deposes and says that:

- (1) He is _____ [title] of _____ [name of entity],
the Bidder that has submitted the attached Bid:
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances
respecting such Bid:
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest,
including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder,
firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been
submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought
by agreement or collusion or communication or conference with any other Bidder, firm or person, or to fix any overhead,
profit or cost element of the Bid price or the Bid price any other Bidder, or to secure through any collusion, conspiracy,
connivance or unlawful agreement any advantage against the **City of Hialeah** (Local Public Agency) or any person
interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance
or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest,
including this affiant.

(Name) _____

Subscribed and sworn to before me

(Title)

This ____ day of _____, 2016

Title _____

(Title)

My commission expires _____

Form A-3

SUBMIT BIDS TO: <div style="text-align: center;"> CITY OF HIALEAH OFFICE OF THE CITY CLERK 501 PALM AVENUE, 3rd Floor HIALEAH, FL 33010 </div>			CITY OF HIALEAH INVITATION TO BID Bidder Acknowledgment	
Page 1 of 3	Telephone Number <div style="text-align: center;">(305) 883-5846</div>	Mailing Date	Bid No. <div style="text-align: center;">2015-16-9500-00-016</div>	
Bid may not be withdrawn within 180 DAYS after the bid opening.			Bid Title <div style="text-align: center;">Solid Waste Disposal Services</div>	
All awards made as a result of this bid shall conform to applicable Florida Statutes and City of Hialeah Charter and Ordinances			Reason for "no bid"	
NAME OF VENDOR		AREA CODE	TELEPHONE NUMBER	
MAILING ADDRESS		BUSINESS ADDRESS		
CITY - STATE - ZIP CODE				
I certify that this bid is made without prior understanding agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and with-out collusion or fraud. I agree to abide by all conditions of this bid and the Agreement. I certify that I am authorized to sign this bid for the bidder.		<div style="border-top: 1px solid black; margin-top: 20px;"> AUTHORIZED SIGNATURE (MANUAL) </div> <div style="border-top: 1px solid black; margin-top: 20px;"> AUTHORIZED SIGNATURE (TYPED) TITLE </div>		

GENERAL CONDITIONS

SEALED BIDS: This form must be executed and submitted in a sealed envelope with the Bid. Bids not submitted with this bid form may be rejected.

1. **EXECUTION OF BID:** Each Bid must contain a manual signature of the Bidder's authorized representative in the space provided above.
2. **NO BID:** If not submitting a bid, respond by returning this form, marking it "No Bid", and explain the reason in the space provided above. Repeated failure to quote, without sufficient justification, shall be cause for removal of the supplier's name from the bid mailing list. Note: To qualify as a respondent, bidder must submit a "No Bid" and it must be received no later than the stated bid opening date and hour.
3. **BID OPENING:** Shall be at a public opening commencing at the time and date specified in the Solicitation. It is the Bidder's responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram or telephone are not acceptable.
4. **PROOF OF CAPABILITY:** The Bidder may be required before the award of any contract, to show to the complete satisfaction of the City Council that it has the necessary facilities, ability and financial resources to perform the bid requirements in compliance with the Agreement.
5. **PATENTS AND ROYALTIES:** The Bidder, without exception, shall indemnify and save harmless the City of Hialeah and its employees from liability of any nature or kind, including cost and expenses for or on account of any

copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Hialeah, Florida. If the Bidder uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials, in any way involved in the work.

6. **RATE OF WAGES:** When applicable, the rate of wages for work covered by a public contract for those employed by any contractor or subcontractor shall not be less than the prevailing rate of wages for similar skills or classifications or work in the City of Hialeah. The Division of Labor and Employment Opportunities, Tallahassee, Florida, will furnish the prevailing wage rates in the City of Hialeah, upon request.
7. **PRICES TERMS AND PAYMENT:** Firm prices shall be quoted; the prices shall be typed or printed in ink and shall include all charges, unless otherwise explicitly stipulated in the Agreement.
 - (a) **TAXES:** A Bidder shall include all applicable taxes in its bid or proposal. A Bidder will not be excused from payment of state sales or transportation taxes or other applicable taxes. A Bidder shall not base a bid price on an assumption that the City will utilize its tax exemption to purchase or order materials, equipment, etc. Any tax liability or tax payment resulting from any determination or interpretation of any law, rule, regulation or opinion is the sole responsibility of the Bidder.
 - (b) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the prices quoted.
 - (c) **MISTAKES:** Bidders are expected to examine the Agreement, specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and/or services. Failure to do so will be at Bidder's risk.
 - (d) **SAFETY STANDARDS:** All of Bidder's activities under the Agreement shall comply with the applicable requirements of the Occupational Safety and Health Act and any standards thereunder.
8. **AWARDS:** As the best interest of the City may require, the City reserves its right to make award(s), or reject any and all bids, or waive any minor informality or technicality in bids received
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidders must furnish all information requested in the spaces provided on the bid form. Each Bidder may submit with his proposal, descriptive literature and/or complete specifications covering the Bidder's facilities and equipment.
10. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed to the City, as provided in the Solicitation. Inquiries must reference the date of bid opening and title. Failure to comply with this condition will result in Bidder waiving his right to dispute the bid specifications.
11. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period either by reason of market change or on the part of the Contractor to other customers shall be passed on to the City of Hialeah.
12. **ADVERTISING:** In submitting a proposal, Bidder agrees not to use the results therefrom as a part of any commercial advertising.
13. **LIABILITY:** The Bidder shall hold and save the City of Hialeah, its officers, agents, and employees harmless from liability of any kind in the performance of the Agreement.
14. **EQUAL EMPLOYMENT OPPORTUNITY:** The City of Hialeah endorses Equal Employment Opportunity and incorporates the non-discrimination clause in this Invitation to Bid.
15. **SPECIFICATION SILENCE:** Apparent silence on the specifications as to any details, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning only the best commercial practices will prevail and that only materials and workmanship of first quality are to be provided. All interpretations of the Specifications shall be made upon this statement.

NOTE: THIS BID CONSTITUTES AN OFFER FROM THE BIDDER. IF THE BID IS ACCEPTED BY THE CITY OF HIALEAH, AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL AFFIX HIS/HER SIGNATURE TO

THE AGREEMENT, WHICH SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN THE PARTIES. THE CITY HEREBY RELIES UPON ANY REPRESENTATIONS BY THE BIDDER AS ARE CONTAINED HEREIN.

Form A-4

**PURCHASING DIVISION
CITY OF HIALEAH DISCLOSURE AFFIDAVIT**

I _____ being first duly sworn, state:

The full legal name and business address* of the Person or entity contracting or transacting business with the City of Hialeah are:

Phone Number: _____ Fax Number: _____

If the contract or business transaction is with a corporation, the full legal name and business address* shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the full legal name and business address* shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address* shall be provided for each trustee and each beneficiary. All such names and addresses are:

The full legal names and business addresses* of every other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City of Hialeah are:

Bidder's Tax ID Number (F.E.I.N) or Social Security Number: _____ - _____

PROOF OF CORPORATE STATUS

Please provide proof of corporate status. Each corporate Bidder must demonstrate it is an active corporation in good standing in the State of Florida or any other State. If incorporated in a State other than Florida, then please provide proof that the corporation is registered to do business in the State of Florida in addition to proof of active corporate status. If incorporated in Florida, a computer print-out from the Department of State will be sufficient proof of corporate status. Proof of good standing also is required for all partnerships, limited partnerships, joint-ventures, etc.

LEGAL SIGNATURE OF AFFIANT

(Print or Type Legal Name of Affiant)

Sworn to and subscribed before me this _____ day of _____, 2016

Notary Public - State of: _____

My Commission Expires: _____

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Personally known _ or Produced Identification _

Type of Identification Produced _____

****Post office box addresses are not acceptable.**



SUBMITTAL CHECKLIST FORM

SOLID WASTE DISPOSAL SERVICES ITB No.: 2015-16-9500-00-016

This checklist is provided for Bidder's convenience only. It identifies the sections of this submittal document that must be completed and submitted with each response. Any Bid that fails to include one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily include all of the requirements listed in this Solicitation.

Bidder's Name: _____

Tab/Page No.	Section One (1)	OFFICE USE ONLY
	Appendix A: Bid Submittal Form	
	Appendix B: Cost Form	
	Appendix C: Bid Bond	
Tab/Page No.	Section Two (2)	OFFICE USE ONLY
	Narrative Description Documents	
Tab/Page No.	Section Three (3)	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusion Affidavit	
	A-3 Bidder Acknowledgement	
	A-4 City of Hialeah Disclosure Affidavit	
	A-5 Submittal Checklist Form	
	A-6 Bidder's Subcontractors	

FOR PURCHASING OFFICE USE ONLY	
<input type="checkbox"/> Responsive	<input type="checkbox"/> Non-Responsive
<input type="checkbox"/> Other: _____	
Comment: _____	

Form A-6

BIDDER'S SUBCONTRACTORS

If the Bidder will have any subcontractors, the Bidder shall provide: (a) the name and address of each subcontractor; (b) the name and telephone number of the subcontractor's contact person; (c) a description of the work that will be performed by each subcontractor; and (d) the percent of the work that will be performed by the subcontractor.

END OF STATEMENT OF BIDDER'S QUALIFICATIONS

Section 6.0

Guidelines and General Information

6.1 CITY OVERVIEW

Hialeah, Florida (pop.235,000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 23 square miles. As the fifth largest city in the State of Florida, Hialeah is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1925.

The City currently has 1300+ employees and provides a wide range of governmental services including public safety/police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

6.2 DEFINITIONS

Capitalized words and phrases in this ITB are defined in Section 1, above, and in the Agreement that is contained in Section 7, below. In addition, the following terms, phrases, words and their derivations shall have the meaning given herein:

- a) **'Solicitation'** means this Invitation to Bid.
- b) **'Work', 'Services', 'Program', 'Project', or 'Engagement'** mean all matters and things that will require to be done by the Awarded Bidder(s) in accordance with the scope of work and all terms and conditions of this Invitation to Bid.

6.3 INVITATION

This Invitation for Bid is extended to any Person, company, and organization that can satisfy the

requirement(s) specified herein. The requirements presented in this Invitation for Bid represent the City's anticipated needs.

6.4 PUBLIC ENTITY CRIME/ DISCRIMINATORY VENDOR LIST

The *Public Entity Crime Affidavit Form*, (Form "A-1") attached to this Invitation for Bid, includes documentation that shall be executed by an individual authorized to bind the Bidder. Any Bidder, or any of its suppliers, subcontractors, or consultants who shall provide goods and services which are intended to benefit the City, shall not be a convicted vendor or included on the discriminatory vendor list. If the Bidder or any affiliate of the Bidder has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The Bidder further understands and accepts that any contract issued as a result of this Invitation for Bid shall be either voidable or subject to immediate termination by the City, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, Florida Statutes, respectively. In the event in such termination, the City shall not incur any liability to the Bidder for any goods, services or materials furnished.

6.5 LOBBYING

All Bidders, their agents and proposed sub-consultants or subcontractors, are hereby placed on notice that neither the Mayor, the City Council Members, the evaluation committee members, employees of the City, or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Invitation for Bid. Bidders, their agents and proposed sub-consultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Invitation for Bid (e.g., general information, meetings of introduction, meals, etc.). Any Bid submitted by a Bidder, its agents and potential subconsultants or subcontractors who violate these guidelines may not be considered for Award. The Purchasing Director (identified on the cover page of this Invitation for Bid) shall be

the only point of contact for questions and/or clarifications concerning the Invitation for Bid, the selection process and the negotiation and award procedures.

6.6 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

The City may temporarily or permanently suspend contractors from doing business with the City whenever a contractor materially breaches its contract with the City. Any Bid submitted by a Bidder, its proposed subcontractors or subconsultants who are included on the City's Suspension List shall not be considered for Award.

In addition, the principals of any Bidders or its proposed subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Bidder or its proposed subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Bidder further understands and accepts that any contract issued as a result of this Invitation for Bid shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

6.7 POINTS OF CONTACT/ TIMETABLE FOR INQUIRES

Bidders shall contact the Purchasing Director, identified on the cover page of this Invitation for Bid, for all inquiries related to this ITB. All Bidders' technical inquiries shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page.

6.8 ORAL REPRESENTATION

No oral representation made by any City staff or official shall be binding on the City. The contents of this Invitation for Bid and any subsequent addenda issued by the City shall govern all aspects of this Invitation for Bid.

6.9 ADDENDA

If any revisions to the Invitation for Bid become necessary (other than changes to the deadline

for Bid submission), the City will notify all registered Bidders requesting the corresponding document at least three (3) calendar days before the date scheduled for opening the Bids. The City may revise the deadline for Bid submission at any time prior to the date and time scheduled for opening the Bids. **It is the responsibility of all Bidders to ascertain whether any addenda have been issued before the Invitation for Bid deadline by either calling or checking with the City's Purchasing Director.**

6.10 CANCELLATION OF THE INVITATION FOR BID

The City reserves the right to cancel this Invitation for Bid and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

6.11 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred by any Person in connection with the preparation, submission or presentation of a Bid in response to this Invitation for Bid. The Bid and the information in the Bid shall be provided at no cost to the City.

6.12 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

6.13 BID SUBMISSION AND OPENING

All Bids shall be submitted in sealed envelopes by the deadline indicated on the cover page of this Invitation for Bid. The City assumes no responsibility for Bids not properly labelled.

The City will not accept Bids delivered after the established deadline. If the Bid is delivered after the established deadline, a Bidder shall be deemed non-responsive to the Invitation for Bid requirements.

Receipt of a Bid by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this Invitation for Bid. The City will not accept or consider Bids submitted via facsimile transmission. The public is welcome to attend the Bid opening.

6.14 ASSIGNMENT OF BIDS

A Bidder shall not transfer or assign its Bid to a third party following submission of a Bid to the City.

6.15 WITHDRAWAL OF BID

A Bidder may withdraw their submitted Bid by notifying the City Clerk in writing through an authorized representative at any time prior to the opening/submittal deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Bidder. Bids, once received, become the property of the City, and will not be returned to Bidders even when they are withdrawn from consideration.

Bids, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent contract negotiation.

6.16 PUBLIC RECORDS AND EXEMPTIONS

Bids shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders shall invoke the exemptions to disclosure provided by law, in the Bid, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected and stating the reasons why such exclusion from public disclosure is necessary.

6.17 REJECTION OF BIDS

The City reserves the right to reject any and all Bids for reasons including, but not limited to, the following: (1) when such rejection is in the interests of the City; (2) if such Bid is deemed non-responsive; (3) if the Bidder is deemed non-responsive; or (4) if the Bid contains any materials irregularities. Minor irregularities contained in a Bid may be waived by the City. A minor irregularity is a variation from the Invitation for Bid that does not affect the price of the contract nor does it give a Bidder an advantage or benefit not enjoyed by other Bidders and does not adversely impact the City.

6.18 CONE OF SILENCE / CONFLICT OF INTEREST AND CODE OF ETHICS

After the advertisement of this Invitation for Bid, all communications concerning this Solicitation should be directed to the City's Acting Director of the Purchasing Department. Potential Bidders and their agents and employees shall not contact the Mayor, any member of the City Council, or any member of the City staff, except the Acting Director of Purchasing, to discuss this Solicitation. Notwithstanding any other provision of this section, the imposition of a cone of silence on this Invitation To Bid shall not preclude purchasing staff from obtaining industry

comment or performing market research provided all communications related thereto with a potential offeror, service provider, Bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

This Section 6.18 does not apply to oral communications at pre-Bid conferences, oral presentations before selection committees, contract negotiations, and public presentations made to the City Council during any duly noticed public meeting. A copy of all written communications must be filed with the City Clerk.

6.19 BUSINESS ENTITY REGISTRATION

The City of Hialeah requires business entities to complete and file a registration application before doing business with the City. Bidders need not register with the City to present a Bid; however, the selected Bidder(s) must register prior to award of a contract because the failure to register may result in the rejection of the Bid. To register, contact the Purchasing Department at (305) 883-5865. It is the responsibility of the business entity to update and renew its application concerning any changes, such as new address, telephone number, etc. during the performance of any agreement obtained as a result of this Invitation for Bid.

6.20 SEALED BIDS

The original copies of the Bid Forms, as well as any other pertinent documents, must be returned to the City in order for the Bid to be considered for award. All Bids are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Bid Forms.

The completed Bid must be submitted in sealed envelopes clearly marked with the Bid title to the Office of the City Clerk of the City of Hialeah, 3rd floor, 501 Palm Avenue, Hialeah, Florida 33010 before the time and date due.

6.21 EXECUTION OF BID

The Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign the Bid shall invalidate same and it shall NOT be considered for award. All Bids must be completed in pen or be typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be dated and initialed by the person signing the

Bid. Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications CANNOT be changed or altered in any way after being submitted to the City.

6.22 PAYMENT

The City of Hialeah complies with Florida Statute 218.70, Florida Prompt Payment Act. Prompt payment is made within forty-five (45) days of date on which proper invoicing is received for goods and services and thirty (30) business days for construction services.

6.23 LEGAL REQUIREMENTS

Federal, State, County and City laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

The individual executing this Bid on behalf of the Company warrants to the City that the Company is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to provide the goods or perform the services herein described.

6.24 BID OPENING

Bids shall be opened and publicly read in the Council Chambers, 3rd floor, 501 Palm Avenue, Hialeah, Florida 33010 on the date and at the time specified on this Solicitation.

6.25 DISPUTES

In case of any doubt or difference of opinion as to the services to be furnished hereunder, the decision of the City shall be final and binding on both parties. Any bid protest shall be handled pursuant to Section 2-815.1 of the City Code.

6.26 PATENTS & ROYALTIES

The Bidder, without exception, shall indemnify and save harmless the City of Hialeah, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is

mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in providing the required goods or services.

6.27 OSHA

The Bidder warrants that the product and services supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same.

6.28 SPECIAL CONDITIONS

Any Special Conditions that vary from these General Conditions shall have precedence.

6.29 ANTI-DISCRIMINATION

The Bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

6.30 INSURANCE/PERMIT

Bidders are required to assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Dade County and City of Hialeah building requirements and the South Florida Building Code. The Bidder shall be liable for any damages or loss to the City occasioned by negligence of the Bidder (or agent) or any person the Bidder has designated in the completion of the contract as a result of the Bid.

6.31 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds shall be submitted with the Bid in the amount specified in Special Conditions. After Award of a Bid, the City will notify the successful Bidder to submit a performance bond and certificate of insurance in the amount specified in the Agreement.

6.32 FACILITIES

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

6.33 BID TABULATIONS

Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid.

6.34 APPLICABLE LAW AND VENUE

The law of the State of Florida shall govern this ITB and the contract between the City of Hialeah and the successful Bidder. Any action concerning this ITB or the Agreement shall be brought exclusively in the state or federal courts in and for Miami-Dade County, Florida.

6.35 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit a request for clarification to the City of Hialeah Purchasing Director. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of Hialeah Purchasing Director. In the event of a conflict with the Agreement, the Addendum shall govern all other Contract Documents to the extent specified.

6.36 AWARD OF CONTRACT

- A. A contract may be awarded to the responsive, responsible Bidder whose Bid, conforming to the Invitation for Bid offers the lowest net cost, as described in Section 3.2 of this Solicitation.
- B. The City shall award a contract to a Bidder only through action taken by the City Council.
- C. While the City may determine to award a contract to a Bidder(s) under this Invitation for Bid, said Award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City,

through the Purchasing Director, will void its acceptance of the Bidder's offer and may determine to select the second most responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

6.37 ASSIGNMENT

The Bidder shall not assign, transfer, convey, or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or its power to execute such contract to any person, company or corporation without prior written consent of the City.

6.38 LAWS, PERMITS AND REGULATIONS

The Bidder shall obtain and pay all licenses, permits and inspection fees as may be required by the Agreement and this ITB. The Bidder shall comply with all laws, ordinances, regulations, building code requirements applicable to the goods or services contemplated herein.

6.39 OPTIONAL CONTRACT USAGE

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting contract, provided the City, has certified its use to be cost effective and in the best interest of the City.

6.40 SPOT MARKET PURCHASES

It is the intent of the City to purchase the goods or services specifically listed in this Bid from the selected Bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

6.41 INCENTIVES/DISINCENTIVES

The City has EXCLUDED incentive/disincentive for early completion provisions in the contract. Liquidated damages may apply for untimely delivery of goods or services.

6.42 NON-COLLUSION

By submitting this Bid, Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Bid list(s).

6.43 FLORIDA PUBLIC RECORDS ACT

All material submitted regarding this Bid becomes the property of the City. Bids may be reviewed in compliance with the Public Records Law, Chapter 119, Florida Statutes.

The City has the right to use any or all information/material submitted in response to this Bid and/or any resulting contract from same. Disqualification of a Bidder does not eliminate this right.

6.44 STANDARDIZED CHANGES

Contract documents shall be modified, if necessary, to reflect the requirements of 23 CFR 635.109. The changed conditions contract clauses shall be made part of, and incorporated, in this project which has been approved under 23 U.S.C. 106.

END OF SECTION 6

SECTION 7
AGREEMENT FOR THE DISPOSAL OF CLASS I WASTE

**AGREEMENT FOR THE DISPOSAL OF
CLASS I WASTE**

BETWEEN

CITY OF HIALEAH, FLORIDA

AND

[CONTRACTOR]

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EXHIBITS

Exhibit "A" – Site Description and Layout for Transfer Station

Exhibit "B" – Performance Bond

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Exhibit "D" – Service Fee

Exhibit "E" – Approved Disposal Facilities

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AGREEMENT FOR THE
DISPOSAL OF CLASS I WASTE

This "Agreement for the Disposal of Class I Waste" ("Agreement") is made and entered into this ____ day of _____, 2016 ("Effective Date"), by and between the City of Hialeah, Florida ("City"), a municipal corporation organized and existing under the laws of the State of Florida, and _____ ("Contractor"), a _____ corporation, which is authorized to do business in the State of Florida.

WITNESSETH:

WHEREAS, the City is responsible for the disposal of the Solid Waste generated in the City; and

WHEREAS, on _____, 2016, the City issued an Invitation To Bid (ITB No. 16-_____) for the disposal of the City's Class I Waste; and

WHEREAS, the Contractor submitted a bid to provide Solid Waste disposal services for the City; and

WHEREAS, the City reviewed the bids that were submitted in response to ITB No. 16-____ and concluded that using the Contractor's facilities offered the best value for the City, when considering the total cost of transporting and disposing of the City's waste; and

WHEREAS, the City wishes to use and the Contractor wishes to provide the Contractor's services for the disposal of Class I Waste, subject to the conditions and limitations contained in this Agreement; and

WHEREAS, the Council finds that entering into this Agreement with the Contractor is in the public interest and will protect the public health, safety, and welfare.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Contractor and the City agree that they shall comply with and be bound by all of the following provisions of this Agreement:

ARTICLE 1. DEFINITIONS

Whenever the following words and expressions are used in this Agreement, they shall be construed as follows:

1. "Acceptable Waste" means Solid Waste that may be disposed of lawfully in a Class I Landfill.
2. "Agreement" means this "Agreement for the Disposal of Class I Waste" between the City and the Contractor.
3. "Applicable Law" means any local, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, Permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which are now in effect or are enacted, adopted, promulgated, issued or enforced by a governmental body during the Term of this Agreement, and relate in any manner to the performance of the City or Contractor under this Agreement. Applicable Law includes applicable Environmental Law.
4. "Bulk Waste" means a large item that is discarded as a result of normal housekeeping activities on residential property, but cannot be placed in a garbage cart because of its size, shape, or weight. Bulk Waste includes, but is not limited to, white goods, furniture, household goods, materials resulting from home improvement projects, fixtures, sinks, toilets, ladders, electronic equipment, and carpet.
5. "Certificate of Insurance" means a certificate evidencing the existence and current validity of the insurance policies required to be obtained by the Contractor under this Agreement.
6. "Change in Law" means (a) the adoption, promulgation, or modification of any Applicable Law after the Effective Date or (b) the imposition of any condition in connection with the issuance, renewal, or modification of any Permit after the Effective Date, which in the case of either (a) or (b) establishes a requirement that directly and substantially affects the Contractor's or City's ability to perform under this Agreement. However, a Change in Law does not include a change in any tax law, workers' compensation law, or law that results in an increase in the amount of any Host Fee or other fee paid by the Contractor to the community where the Disposal Facility is located.
7. "Citation" means a warning letter, notice of violation, emergency order, cease and desist order, consent order, judgment, injunction, or other similar document issued by a court or administrative agency alleging or finding that the Contractor failed to comply with Applicable Law.
8. "City" means, depending on the context, either (a) the geographic area contained within the boundaries of the incorporated City of Hialeah, Florida, or (b) the government of the City of Hialeah, Florida, acting through the Council or its designee(s).

9. "City Indemnified Parties" mean the City, including its officers, agents, volunteers, and employees while acting within the course and scope of their office or employment.

10. "City Vehicle" means a truck or other motor vehicle that is operated by the City or a Contract Hauler and delivers Solid Waste to the Transfer Station at the Director's request.

11. "Class I Landfill" means a landfill that may lawfully receive Class I Waste.

12. "Class I Waste" means Solid Waste that is not Hazardous Waste and is not prohibited from disposal in a lined landfill pursuant to FDEP Rule 62-701.300, F.A.C.

13. "Commencement Date" means the date stated in the City's Notice to Proceed when the City may begin to deliver, and the Contractor shall be prepared to receive, the City's Class I Waste at the Transfer Station.

14. "Construction and Demolition Debris" means discarded materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction, demolition, or renovation project, and including rocks, soils, tree remains, and other vegetative matter that normally results from land clearing or land development operations for a construction project.

15. "Consumer Price Index" or "CPI" means the "Consumer Price Index—All Urban Consumers," all items, not seasonally adjusted, for the Miami-Ft. Lauderdale area, Base Period 1982-84 = 100 (Series ID CUURA0320SA0), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency.

16. "Contract Hauler" means a Person that has entered into a franchise agreement or other contract with the City to collect and transport Solid Waste for the City.

17. "Contractor" means _____, a _____ corporation.

18. "Council" means the City Council of the City of Hialeah, Florida.

19. "Department" means the City's Department of Public Works.

20. "Director" means the Director of the Department or the Director's designee(s).

21. "Disposal Facility" means a Class I Landfill that has received all of the Permits necessary to lawfully receive and dispose of the City's Acceptable Waste. For the purposes of this Agreement, the Disposal Facility shall include each of the Solid Waste management facilities identified in Exhibit "E".

22. "Effective Date" means the date when this Agreement takes effect. The Effective Date is the date when this Agreement is signed and duly executed by the Mayor, which shall occur after the Agreement is signed and duly executed by the Contractor.

23. "Environmental Law" means any applicable local, state or federal law, rule or regulation, or common law duty pertaining to the environment, natural resources, Pollution, or the public health and safety, or environmental clean-up or remediation, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"; 42 U.S.C. § 9601 et seq.), RCRA, the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. § 4851 et seq.), and any analogous federal, state, or local laws, any amendments thereto, and the regulations promulgated pursuant to said laws, together with all amendments to any of the foregoing.

24. "EPA" means the United States Environmental Protection Agency.

25. "F.A.C." means the Florida Administrative Code.

26. "FDEP" means the Florida Department of Environmental Protection.

27. "Force Majeure" means:

(a) An act of God, including a hurricane, tornado, landslide, lightning, or earthquake;

(b) Acts of a public enemy, war, terrorism, insurrection, or riot;

(c) The order or judgment of any federal, state, or local court, administrative agency or governmental body, excepting decisions of federal courts interpreting federal tax laws and decisions of state courts interpreting state tax laws, if it is not also the result of the misconduct or negligent action or inaction of the party relying thereon or of a Person for whom the party relying thereon is responsible; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;

(d) The failure to issue, suspension, termination, interruption, denial, or failure of renewal of any Permit or approval essential to the operation of the Transfer Station or Disposal Facility; provided that

such act or event is not the result of the misconduct or negligent action or inaction of the party relying thereon or of a Person for whom the party relying thereon is responsible; and provided further that neither the contesting in good faith of any such action nor the failure to so contest shall constitute or be construed as a measure of willful or negligent action or inaction of such party;

(e) A Change in Law;

(f) The failure of any appropriate federal, state, or local public agency or private utility having operational jurisdiction in the area where the Transfer Station is located, other than the City, to provide and maintain utilities services, water and sewer lines, and power transmission lines that are essential to the operation of the Transfer Station or Disposal Facility;

(g) Any unforeseen condition (including the presence of Hazardous Waste) that prevents, or requires redesign or change in, the construction or operation of the Transfer Station, provided that the condition was actually and constructively unknown to the party claiming a Force Majeure Event, and could have not been discovered with reasonable diligence by the party on or before the Effective Date of this Agreement; or

(h) The condemnation, taking, seizure, involuntary conversion, or requisition of title to or use of the Site or any material portion or part thereof taken by the action of any federal, state or local governmental agency or authorities, other than the City;

(i) Any act, event, or condition that is determined by mutual agreement of the City and Contractor to be of the same general type, and subject to the same conditions, as those set forth in subparagraphs (a) through (h), above.

"Force Majeure" shall not be deemed to include any act, event, or condition: that is not described in subparagraphs (a) through (i), above; over which a party relying thereon (including any Person for whose performance such party is responsible) reasonably has any influence or control; arising out of or resulting from labor strikes, labor shortages or similar labor difficulties; or arising out of or resulting from changing economic conditions or economic hardships.

28. "Garbage" means all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.

29. "Hazardous Waste" means any Solid Waste that is regulated by the FDEP or EPA as a hazardous waste pursuant to Chapter 62-730, F.A.C., RCRA, CERCLA, or other Environmental Law. Hazardous Waste does not include "household hazardous waste" or Solid Waste generated by "conditionally exempt small quantity generators," as those terms are defined under Applicable Law, but only if and only to the extent that such materials may be disposed of lawfully in a Class I Landfill.

30. "Holiday" means a day, other than Sunday, when the Contractor does not need to provide its services. There shall be no Holidays under this Agreement unless the City and Contractor mutually agree to designate a day as a Holiday.

31. "Host Fee" means a fee paid by the Contractor to the community where the Transfer Station or the Disposal Facility is located, which is intended to help compensate the community for the Contractor's right to dispose of Solid Waste at the Transfer Station or Disposal Facility.

32. "Indemnified Loss" means all actual costs, losses, damages, expenses, and liabilities that a City Indemnified Party incurs or suffers pursuant to or in connection with, or are caused by or result from, directly or indirectly, in whole or in part, any wrongful act, error or omission, or negligence by the Contractor or any of its agents, employees, or any tier of subcontractors of the Contractor, or subcontractor to a subcontractor of the Contractor, or anyone employed by any of those Persons for whose wrongful act, error or omission, or negligence any of them may be liable, except to the extent resulting solely from the negligent acts or omissions of the City Indemnified Party, in the execution or performance of the Contractor's obligations under or incidental to this Agreement. Such costs include attorneys' fees, court costs, and expert witness fees in all trial, appellate, mediation, and bankruptcy proceedings. An Indemnified Loss includes (a) any bodily injury, property damage, sickness, disease, or death; (b) any claim arising under or from any actual or alleged violation of any Applicable Law (including workers' compensation laws, Environmental Laws, and health and safety laws) or any common law duty; (c) any actual or alleged infringement of any intellectual rights or property of any Person; (d) any actual or alleged Pollution of or damage or destruction to property, natural resources, or the environment; (e) any lawsuit resulting from or related to the designation by the Contractor of any document or material as exempt from public disclosure or public records laws; (f) any lawsuit resulting from or related to the City's decision to award this Agreement to the Contractor; and (h) defending, settling, prosecuting, investigating, or participating in (as a witness or otherwise) any proceeding that arises out of or pertains to any of the foregoing; in each case, to the extent permitted by law or not otherwise prohibited, without regard to or limitation by the amount or type of benefits, damages, or compensation payable by or for the Contractor, any subcontractor of the Contractor, or any subcontractor to a subcontractor of the Contractor under any insurance policy or any Applicable Law (including employee benefits, disability benefits, and workers' compensation laws).

33. "Interest" shall mean a payment by the City or the Contractor, as the case may be, for the use of money, at a percentage rate determined pursuant to

Section 55.03(1), Florida Statutes.

34. "Leachate" means liquid that has passed through or emerged from Solid Waste and may contain soluble, suspended, or miscible materials.

35. "Load" means the Solid Waste and other cargo that is contained in a vehicle delivering such materials to the Transfer Station.

36. "Mayor" means the City's Mayor (i.e., the chief executive officer) or the Mayor's designee(s).

37. "Notice to Proceed" means the notice that is given by the City to the Contractor to establish the Commencement Date.

38. "Objectionable Odor" means any odor present in the outdoor atmosphere which by itself or in combination with other odors, is or may be harmful or injurious to human health or welfare, which unreasonably interferes with the comfortable use and enjoyment of life or property, or which creates a nuisance.

39. "On-site" means on the land where the Transfer Station is located, as depicted in Exhibit "A."

40. "Operating Day" means any day the Transfer Station is open for the receipt of Solid Waste.

41. "Operating Manual" means a manual that describes the operations of the Transfer Station, as provided in Section 4.3, below.

42. "Operating Month" means a calendar month during the Term of this Agreement. Notwithstanding the foregoing, the first Operating Month shall begin on the Commencement Date and end on the last day of the same month, and the last Operating Month shall end on the day when this Agreement expires or terminates.

43. "Operating Year" means a period of twelve (12) consecutive Operating Months, beginning on October 1 and ending on September 30 of the following calendar year. Notwithstanding the foregoing, the first Operating Year shall begin on the Commencement Date and end on September 30, 2016, and the last Operating Year shall end on the day when this Agreement expires or terminates.

44. "Performance Bond" means the financial security furnished by the Contractor as a guarantee that the Contractor will perform its work and pay all lawful claims in compliance with the terms of this Agreement.

45. "Permit" means any local, state or federal permit, license, franchise, registration, certification, authorization or other approval required for the performance of the Contractor's obligations under this Agreement.

46. "Person" means any and all persons, natural or artificial, including any individual, firm, association, joint venture, partnership or other entity, however organized, and any combination of the foregoing; any public or private corporation; any City or county; and any governmental agency or branch of local, state or federal government.

47. "Pollution" means the presence in the outdoor atmosphere or waters of the state of any substances, contaminants, noise, or manmade or human-induced impairment of air or waters or alteration of the chemical, physical, biological, or radiological integrity of air or water in quantities or at levels which are or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property or which unreasonably interfere with the enjoyment of life or property, including outdoor recreation, unless authorized by applicable law.

48. "RCRA" means the Resource Conservation and Recovery Act, as amended, and the rules implementing RCRA, including but not limited to the 1984 Hazardous and Solid Waste Amendments and 40 CFR Parts 257 and 258.

49. "Recyclable Material" means material that is capable of being recycled and would otherwise be processed or disposed of as Solid Waste.

50. "Recycling" means any process by which Solid Waste, or materials which would otherwise become Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

51. "Rubbish" means waste material (other than Garbage, Yard Trash, and Bulk Waste) resulting from normal housekeeping activities on residential property. Rubbish includes but is not limited to discarded trash, rags, sweepings, packaging, Recyclable Materials that are not source separated for Recycling, and similar materials.

52. "Service Fee" means the fee that the City shall pay to compensate the Contractor for all of the Contractor's duties, obligations and responsibilities under this Agreement.

53. "Site" means the real property where the Contractor's Transfer Station is located in _____ County, Florida, as depicted in Exhibit "A".

54. "Solid Waste" means: sludge that is not regulated under the federal Clean Water Act or Clean Air Act, as well as sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; Garbage; Rubbish; refuse; special waste; Bulk Waste; Yard Trash; Waste Tires; Construction and Demolition Debris; Hazardous Waste; and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

55. "Subcontractor" means any Person (other than an employee of the Contractor) who contracts with the Contractor to furnish or actually furnishes labor, services, materials, or equipment for the performance of this Agreement.

56. "Tipping Floor" means the area inside the Transfer Station where delivery vehicles unload Solid Waste for processing and disposal.

57. "Term" means the duration of this Agreement, as described in Article 8 herein.

58. "Ton" means 2,000 pounds.

59. "Transfer Station" means a facility that is used to receive, temporarily store and then load Solid Waste into vehicles for transport to the Disposal Facility. For the purposes of this Agreement, the Transfer Station is the Contractor's _____ [Name of Facility], at _____ [address] in _____ County, Florida.

60. "Unacceptable Waste" means any Solid Waste, liquid waste, or other material that cannot be disposed in a Class I Landfill under Applicable Law. Unacceptable Waste includes but is not limited to Hazardous Waste.

61. "Waste Tire" means a tire that has been removed from a motor vehicle and has not been retreaded or regrooved. The term includes used tires and processed tires, but does not include solid rubber tires and tires that are inseparable from the rim.

62. "Yard Trash" means vegetative matter resulting from landscaping maintenance or land clearing operations, including tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps, and associated rocks and soils.

ARTICLE 2. GENERAL SCOPE OF CONTRACTOR'S SERVICES

Subject to the terms and conditions in this Agreement, the Contractor shall be solely responsible for:

(a) weighing, inspecting, accepting, and disposing of the Acceptable Waste delivered to the Contractor's Transfer Station by or on behalf of the City in City Vehicles;

(b) providing all labor, services, supervision, materials, and equipment necessary to accomplish the Contractor's work under this Agreement;

(c) performing all of its work under this Agreement in compliance with the requirements in this Agreement, the Permits, and Applicable Law; and

(d) performing all of its work under this Agreement at Contractor's expense, in exchange for the City's payment of the Service Fee.

ARTICLE 3. OPERATION OF THE TRANSFER STATION

3.1 Commencement of Operations

The City shall issue a Notice to Proceed to the Contractor at least fifteen (15) days before the Commencement Date or at any other time that is mutually acceptable to the City and the Contractor. The City's Notice to Proceed will identify and establish the Commencement Date. At least five (5) days prior to the Commencement Date, representatives of the Contractor and the City shall meet at a location designated by the City so that they can introduce their key personnel, discuss the commencement of operations, and identify steps that should be taken to ensure the successful implementation of this Agreement.

3.2 Hours and Days of Contractor's Operations

The Contractor's scale house and Transfer Station shall be open for business, and shall accept Acceptable Waste delivered by or on behalf of the City in City Vehicles, between the hours of 6:00 A.M. and 7:00 P.M., every day of the year, except Sundays and Holidays (if any), beginning on the Commencement Date and continuing throughout the Term of this Agreement.

If requested by the City, the Contractor shall open the Transfer Station on other days (up to a maximum of five (5) days per year) or at other times, as reasonably determined by the City, when necessary to accommodate the disposal of Acceptable Waste generated by a hurricane, storm, human or natural disaster, or other similar event. Under such circumstances, the Contractor shall be paid the Service Fee for each ton of Solid Waste that is delivered to the Transfer Station in City Vehicles and accepted by the Contractor, but the Contractor shall not be paid any additional fees or charges for its services on these days or at these times.

3.3 Operation of the Scale House

When City Vehicles arrive at the Transfer Station, each vehicle shall be weighed at the scale house before the vehicle unloads on the Tipping Floor, and each City Vehicle shall be weighed again before the vehicle leaves the Site. The Contractor's scale house operator shall give a receipt (weight ticket) to the driver of each City Vehicle before the vehicle leaves the Site. Each receipt shall show the vehicle's identification number or license tag number, the vehicle's gross weight, tare weight, and net weight, the type of Solid Waste in the vehicle, and the date and time when the receipt was issued. The receipts shall be consecutively numbered. Each receipt shall be signed by the driver. The original receipt shall be kept by the Contractor and a copy shall be provided to the driver.

If the Transfer Station uses an unattended scale system, the Contractor shall compile and provide other information that tracks the deliveries in City Vehicles. The Contractor shall work with the Director to ensure that the City receives all of the information reasonably needed to track such deliveries.

The Contractor shall retain its weight records concerning the Solid Waste that is delivered by or on behalf of the City in City Vehicles. The Contractor shall use its weight records to prepare reports that accurately summarize the scale house data concerning the City's deliveries for each Operating Day, Operating Month and Operating Year. The Contractor's reports shall be completed within ten (10) Operating Days after the end of each Operating Day, Month, and Year, respectively.

The Contractor shall use its best efforts to ensure that the City is not charged a Service Fee for the disposal of Solid Waste that is delivered to the Transfer Station by or on behalf of a Person other than the City. At a minimum, the Contractor shall instruct its scale house operators to determine the type of Solid Waste, and the source of the Solid Waste, that is being delivered to the Transfer Station in a vehicle before the operators assign any charges to the City's account for that vehicle. Further, when a delivery vehicle arrives at the Contractor's scale house, the scale house operator shall ask the driver of the delivery vehicle to identify the Person that should be charged for the driver's Load, before the scale house operator assigns any charge to the City's account.

The Contractor shall be responsible for the operation and maintenance of the scales and scale house at the Transfer Station. The Contractor shall use its best efforts to ensure that the Contractor's scales and automated data collection system at the scale house are operating properly at all times when the Transfer Station is open for business. At a minimum, the Contractor shall maintain the scales in compliance with the manufacturer's recommendations and the Contractor shall calibrate the scales at least once each calendar quarter. Within ten (10) calendar days after each calibration, the Contractor shall provide the test results to the City with a letter confirming that the calibration has been completed and the scales are accurate.

If the Contractor's scales are not operable for any reason, the Contractor shall estimate the quantity of Acceptable Waste delivered to the Transfer Station by the City, based on (a) the average weight (net) of the City's deliveries with the same vehicles on the same Operating Days (e.g., Mondays) during the prior Operating Month or (b) any other method that is mutually acceptable to the parties. If the Director disputes the Contractor's estimate, the dispute shall be resolved in accordance with Section 17.7.

The City and the Contractor shall work together in a cooperative manner to resolve any questions concerning the accuracy of the Contractor's scales and weight records. The City may hire, at its expense, an independent third party to verify the accuracy of the Contractor's scales and scale house records. If the independent third party determines that the scales are inaccurate by more than five percent (5%), the Contractor shall reimburse the City for the cost of the independent third party's work. If any test indicates that the scales are not operating properly, the Contractor shall promptly have the scales repaired at

its sole cost and expense.

At any time during the Term of this Agreement, either party may submit a claim to the other party for an adjustment to the amounts paid by the City with respect to the Acceptable Waste weighed at the scale house after the last calibration of the scales. After a claim is filed, an independent engineering firm selected by the City shall establish a method for fairly determining and calculating the amount of the adjustment (if any). If the independent engineering firm determines that the City overpaid the Contractor, the Contractor shall reimburse the City, with Interest, and the Contractor shall pay all of the costs and expenses for the engineering firm's work concerning the adjustments. However, if the independent engineering firm determines that the City underpaid the Contractor, the City shall pay the Contractor for any unpaid Service Fees, plus Interest, and the City shall pay all of the costs and expenses for the engineering firm's work concerning the adjustment. If the independent engineering firm determines that there was no overpayment or underpayment, the party requesting an adjustment shall pay all of the costs and expenses for the engineering firm's work.

For the purposes of this Section 3.3, an "overpayment" or "underpayment" means the City's payments were more than five percent (5%) too high or too low, respectively, when compared to the amount that should have been paid during the relevant period of time.

For the purposes of this Section 3.3, an "independent" third party or "independent" engineering firm shall mean a Person that: (a) does not have a financial or other business relationship with the City, the Contractor, or any affiliate or parent of the Contractor; or (b) is deemed acceptable by the City and the Contractor, in writing, even if the Person has a financial or business relationship with one of the parties.

3.4 Traffic Control for Delivery Vehicles

The Contractor shall use its best efforts to ensure that City Vehicles delivering the City's Solid Waste to the Transfer Station are weighed and unloaded as expeditiously as possible. The City Vehicles shall be weighed at the scale house and allowed to unload on the Tipping Floor in the same sequence in which the vehicles arrive at the Transfer Station. The Contractor shall not allow other vehicles to circumvent the queue at the scale house or Tipping Floor and thereby cut in line in front of the City Vehicles. The Contractor shall use its best efforts to ensure that the on-Site roads leading to and from the Tipping Floor are maintained at all times to allow safe and unimpeded access, without causing delays or damage to the delivery vehicles. If the City Vehicles become stuck or otherwise unable to move on the Site because of the condition of the Contractor's access roads, the Contractor shall promptly provide assistance in moving the vehicle.

3.5 Disposal of Acceptable Waste

On the Commencement Date and each Operating Day thereafter throughout the Term, the Contractor shall accept and lawfully dispose of all of the Acceptable Waste that is

delivered to the Contractor's Transfer Station by or on behalf of the City. The Contractor shall dispose of all such waste in the Disposal Facility (including any facility identified in Exhibit "E"). The Contractor shall not divert or move any portion of the City's Acceptable Waste from the Transfer Station to any other Solid Waste management facility for processing, Recycling, disposal, or other purposes, unless the City gives its prior written approval. The City may withhold its approval of any other facility, with or without cause, in its sole discretion.

The Contractor may request the City's approval to dispose of the City's Acceptable Waste at any Solid Waste management facility that is not identified in Exhibit "E," provided the facility has received all of the Permits necessary to lawfully receive and dispose of the type of waste that will be sent to the facility by the Contractor. If the Contractor seeks the City's approval, the Contractor shall provide the City with all of the documents and information reasonably needed for the City to determine whether the Solid Waste management facility has the Permits, personnel, equipment, insurance, financial resources, compliance record, and other attributes needed to ensure that the use of the proposed Solid Waste management facility will not expose the City to liability for environmental contamination or other material risks. The City shall evaluate the Contractor's request in compliance with Section 5.8 herein. The City may withhold its approval of any facility, in its sole discretion, based on the City's evaluation of the relevant facts. If the City approves the Contractor's proposed use of a Solid Waste management facility, all of the requirements contained in this Agreement concerning the Disposal Facility shall apply to the newly approved Solid Waste management facility, unless such requirements are waived by the Director.

3.6 Inspection, Acceptance, and Rejection of Solid Waste

The Contractor may inspect the Loads in the City Vehicles at any time, consistent with the Contractor's standard procedures for inspecting other vehicles. The Contractor shall have at least one trained spotter or operator on duty at the Tipping Floor at all times when Solid Waste is delivered to the Tipping Floor by or on behalf of the City. The Contractor's spotter(s) or operator(s) shall inspect the City's Solid Waste when it is unloaded and shall determine whether such material is Acceptable Waste. The Contractor may refuse to accept part or all of a Load of Solid Waste if the Contractor reasonably believes the rejected material consists of Unacceptable Waste. If part of a Load consists of Unacceptable Waste (e.g., a whole Waste Tire) that can be easily removed from the Acceptable Waste, the Contractor may reject the Unacceptable Waste, but the Contractor shall accept the portion of the Load that consists of Acceptable Waste.

If the Contractor reasonably believes that one of the City Vehicles is about to unload Unacceptable Waste at the Transfer Station, the Contractor shall immediately notify the driver of such vehicle that he or she cannot unload the Unacceptable Waste. If a City Vehicle already has unloaded Unacceptable Waste at the Transfer Station, the Contractor shall immediately notify the driver, before the driver leaves the Transfer Station, that the Unacceptable Waste has been rejected by the Contractor. After notifying the driver, the Contractor shall: (a) load the Unacceptable Waste into the driver's vehicle; (b) place the

Unacceptable Waste in a roll-off container; (c) segregate the Unacceptable Waste from the active areas of the Tipping Floor; or (d) otherwise manage the Unacceptable Waste in compliance with this Agreement and Applicable Law.

In all cases, the Contractor shall be deemed to have accepted the Solid Waste delivered in a City Vehicle when the Solid Waste is unloaded at the Transfer Station, unless the Contractor informs the driver of the City Vehicle, before the driver leaves the Transfer Station, that the waste is being rejected as Unacceptable Waste and then (a) the Contractor loads the Unacceptable Waste back into the driver's vehicle or (b) the Contractor gives notice in compliance with the following requirements:

- (1) within six (6) hours after informing the driver, the Contractor shall orally notify the Director that the Contractor has rejected the Unacceptable Material; and
- (2) within two (2) Operating Days after rejecting the Unacceptable Waste, the Contractor shall provide written notice to the Director and the written notice shall state the time and date when the Unacceptable Waste was rejected; the name of the driver; the identification number on the City Vehicle; the reason(s) for rejecting the Unacceptable Waste; the estimated quantity of Unacceptable Waste; and whether the Contractor has disposed or intends to dispose of the Unacceptable Waste. The notice shall include at least two (2) photographs of the Unacceptable Waste, taken from different locations around the Load.

The procedures in this paragraph must be followed if the Contractor wishes to reject any Solid Waste that is unloaded at the Transfer Station in a City Vehicle. If the Contractor fails to comply with these procedures, the Contractor shall be deemed to have waived its right to reject the Unacceptable Waste.

Title, responsibility, and liability for all of the Solid Waste delivered to the Transfer Station in a City Vehicle shall pass to the Contractor when such Solid Waste is accepted at the Transfer Station. The Contractor shall arrange and pay for the disposal of all Solid Waste, including Unacceptable Waste, that is accepted at the Transfer Station.

If the Contractor refuses to accept Solid Waste delivered to the Transfer Station in a City Vehicle, and the Contractor provides notice in compliance with the requirements in subsections 3.6(b)(1) and 3.6(b)(2), above, for rejecting Unacceptable Waste, the Contractor may request the City to remove the Unacceptable Waste from the Transfer Station, when the Contractor provides notice pursuant to subsections 3.6(b)(1) or 3.6(b)(2), above. In such cases, the City shall remove the Unacceptable Waste at its cost within five (5) calendar days after receiving the Contractor's request. In the alternative, the City may authorize the Contractor to arrange for the removal of the Unacceptable Waste at the City's expense, subject to terms and conditions that are mutually acceptable to

the parties.

3.7 Emergencies, Spills, Discharges, and Releases

If there is an emergency at the Transfer Station, or a spill, discharge, or release of a reportable quantity of any substance, or a fire that must be reported to FDEP, the Contractor shall implement the emergency plan that is contained in the Operating Manual. The Contractor shall promptly notify the FDEP and other governmental authorities, if required by Applicable Law. The Contractor shall promptly initiate and complete clean-up activities, as necessary. In all such cases, the Contractor shall notify the Director verbally within twenty-four (24) hours of the event and shall provide a written report to the Director within five (5) Operating Days, describing the problem that occurred, the clean-up activities that were implemented (if any), and the current status of the situation.

3.8 Citations for Noncompliance with Agency Regulations

The Contractor shall operate the Transfer Station in compliance with Applicable Law and this Agreement. The Contractor shall respond promptly to all Citations concerning or related to the operations at the Transfer Station and Disposal Facility. The Contractor shall provide a copy of each Citation to the City no later than five (5) Operating Days after the Citation is received by the Contractor. Thereafter, the Contractor shall keep the City informed about the on-going status of the Contractor's efforts to address the Citation. The Contractor shall notify the City when the Citation has been satisfactorily resolved. The Contractor shall pay all costs of investigating and responding to Citations, all costs of correcting deficiencies and achieving compliance with Applicable Law, and all fines assessed as a result of the Contractor's noncompliance with Applicable Law.

3.9 Transfer and Disposal of Acceptable Waste

The Contractor shall transfer and dispose of all of the Acceptable Waste delivered to the Transfer Station in City Vehicles. Specifically, the Contractor shall transfer such materials from the Transfer Station to the Disposal Facility, where these materials shall be disposed of in compliance with Applicable Law.

ARTICLE 4. CONTRACTOR'S RESPONSIBILITIES FOR THE TRANSFER STATION

4.1 Ownership of Real Property

The Contractor shall own all right, title and interest in the Transfer Station necessary to enable the Contractor to perform its obligations at the Transfer Station in compliance with this Agreement. The Contractor shall obtain and maintain any and all land use servitudes, easements, and rights-of-way necessary for the performance of the obligations of both the City and the Contractor at the Site pursuant to this Agreement. Among other things, the Contractor shall provide access to the Transfer Station for the City Vehicles during all times when the Transfer Station is required to be open for business

pursuant to Section 3.2, above.

4.2 Contractor's Personnel and Equipment

The Contractor shall provide all equipment and personnel necessary to perform Contractor's duties under this Agreement in a safe, timely and efficient manner. All of the Contractor's employees shall be competent and appropriately trained for the tasks assigned to them. The employees shall receive training before they commence work under this Agreement and they shall receive updated, refresher training on a routine basis throughout the Term of this Agreement. All of the equipment used by the Contractor shall be designed for its proposed use. Such equipment shall be maintained and operated in accordance with the manufacturer's recommendations. The Contractor shall make arrangements for or have access to additional equipment and workers, as necessary, to ensure that the operation of the Transfer Station is not interrupted or halted. The Contractor shall have equipment and personnel available to properly handle and promptly dispose the first Load and the last Load of Acceptable Waste received each Operating Day at the Transfer Station.

4.3 Operating Manual

The Contractor shall provide the City with an Operating Manual that describes how the Contractor will conduct its operations to comply with the requirements in this Agreement. At a minimum, the Contractor's Operating Manual shall describe how: (a) the Transfer Station will be operated during normal conditions to ensure the timely ingress and egress of delivery vehicles; (b) Solid Waste will be inspected; (c) Unacceptable Waste will be segregated from Acceptable Waste and lawfully disposed of; and (d) emergencies will be handled. The Contractor shall follow its Operating Manual at all times.

The Operating Manual shall include the Contractor's safety plan, which shall describe the Contractor's plans and procedures for ensuring that the Contractor's work under this Agreement will be performed in a safe and responsible manner. The Contractor's safety plan also shall describe the safety and loss control training that will be provided to the Contractor's employees providing services for the City under this Agreement. The Operating Manual shall contain the safety rules that will be applicable to visitors, including the City's representatives, when they are on the Site.

The Operating Manual shall include an emergency plan, which shall describe the procedures that will be followed if there is an accident, emergency, or other life-threatening conditions at the Transfer Station. At a minimum, the emergency plan shall describe the procedures that will be followed if there are: (a) spills, discharges, or reportable releases of Leachate or Hazardous Waste; (b) hurricanes or severe weather; (c) fires; or (d) other similar conditions that preclude or significantly hinder the use of the Transfer Station.

The Contractor's Operating Manual shall be submitted to the Director at least ten (10) calendar days before the Commencement Date. The Operating Manual shall be

updated whenever the Contractor changes its operating procedures. The updated portions of the Operating Manual shall be resubmitted to the Director whenever the Operating Manual is updated.

The Operating Manual shall be provided to the Director for informational purposes only. The Director shall have no right to approve, reject, or revise the Operating Manual. Nonetheless, the Operating Manual must satisfy the requirements contained herein.

4.4 Communications Between the City and Contractor

The Contractor shall designate one or more qualified Persons to supervise and be responsible for the Contractor's operations under this Agreement. The Contractor shall develop, implement and maintain a system that will allow the Contractor's supervisor(s) and the Director to communicate with each other at any time, twenty-four (24) hours per day, seven (7) days per week. Among other things, the Contractor shall provide the Director with the names of the Contractor's key personnel, plus their office telephone numbers, mobile (cell) telephone numbers, and e-mail addresses. The Contractor's proposed communications system shall be subject to the Director's prior approval. The Contractor shall advise the Director promptly if any of the Contractor's key personnel are replaced or temporarily unavailable (e.g., due to vacation or illness).

4.5 Preparation and Maintenance of Records

The Contractor shall prepare and maintain records that accurately and fully reflect the Contractor's activities and transactions under this Agreement. The Contractor shall also develop and maintain an organized system for storing and readily retrieving its records concerning this Agreement. At a minimum, the Contractor's records shall include copies of: (a) all Permits required for the Contractor's activities under this Agreement; (b) all Citations; (c) all correspondence to and from FDEP and other regulatory agencies concerning the Contractor's activities at the Transfer Station; (d) documents (e.g., scale house receipts) demonstrating that the City's Acceptable Waste has been accepted at the Transfer Station and disposed of at the Disposal Facility; (e) weight records from the Contractor's scale house; (f) records verifying the calibration and accuracy of the scales used at the scale house; (g) all records required by Applicable Law, including the Permits, relating to the Transfer Station and Disposal Facility; and (h) any other documents necessary to confirm that the Contractor has performed and is performing in compliance with the requirements in this Agreement. The Contractor's records concerning this Agreement shall be retained by the Contractor for a minimum of three (3) years after the termination or expiration of this Agreement.

4.6 Contractor's Reports to the City

The Contractor shall provide monthly reports to the City concerning the Contractor's performance under this Agreement. Each monthly report shall identify the number of Tons of Acceptable Waste, and the types and quantities of Unacceptable Waste, that were delivered to the Transfer Station in City Vehicles during the prior month. The

reports also shall discuss any significant events that occurred during the prior month, plus any significant events that are anticipated during the next month. At a minimum, each report shall address: (a) any Citations concerning the Transfer Station or Disposal Facility; (b) any spills or emergencies, as described in Section 3.7, at the Transfer Station or Disposal Facility; (c) any new or revised operating practices or procedures that have been or will be implemented at the Transfer Station and will affect the City; (d) any Pollution or nuisance conditions at the Transfer Station, or Objectionable Odors beyond the boundary of the Site, confirmed by the Contractor, FDEP, or other governmental authority; and (e) any unusual or unanticipated occurrence that has affected or is expected to affect the Contractor's performance under the Agreement. The monthly reports shall be submitted to the City within fifteen (15) Operating Days after the end of each Operating Month. The monthly reports shall be submitted to the City with the Contractor's invoice for payment, pursuant to Section 6.2, below.

The Contractor shall provide a letter report to the City each calendar quarter when the scales are calibrated at the Transfer Station, pursuant to Section 3.3, above.

The Contractor shall provide a letter report to the City whenever there is an emergency, or a spill, discharge or reportable release, pursuant to Section 3.7, above.

Whenever the Contractor submits a document to FDEP or other environmental regulatory agency concerning the Site or the Contractor's activities under this Agreement, the Contractor shall send a copy to the Director within five (5) Operating Days, if the document refers or relates to: (a) a spill, discharge, or release of Solid Waste, Leachate, or other solid or liquid waste that poses a risk of Pollution; (b) the Contractor's failure or inability to comply with any Permit or Environmental Law; or (c) the disposal of the City's Solid Waste at the Disposal Facility.

Upon the City's request, the Contractor shall provide the City with copies of any publicly available environmental reports or records concerning the Transfer Station, the Site, or the Disposal Facility, if such reports or records are in the Contractor's possession. These documents shall be provided to the City within ten (10) Operating Days after the Contractor receives the City's request.

4.7 Annual Certification of Compliance

The Contractor shall timely provide the City with all of the documents and reports required by this Agreement. During the first month of each Operating Year or such other time that is mutually acceptable to the parties, the Contractor shall certify in writing to the City that all required documents are current and have been filed with the City, including but not limited to the Contractor's certificate of insurance, performance bond, and the Operating Manual.

4.8 Customer and Community Relations

All public complaints and inquiries (collectively "complaints") concerning the

Transfer Station and Disposal Facility shall be the sole responsibility of the Contractor. The Contractor shall respond to all complaints as soon as possible, but no later than three (3) Operating Days following the receipt of the complaint.

4.9 Permits and Licenses

The Contractor shall secure, renew, modify if necessary, and pay for all Permits, licenses, inspections, and other governmental charges that are necessary for the Contractor's activities under this Agreement.

4.10 Taxes, Charges and Levies

The Contractor shall pay all sales, consumer, use, ad valorem, and other taxes, and all fees, levies, and assessments required for the Contractor's activities under this Agreement. The City shall have no liability under this Agreement for any such expenses, including but not limited to the payment of ad valorem taxes on the Transfer Station and Disposal Facility, impact fees, special assessments, or other taxes, charges, levies, Host Fees, or fees of any kind that are imposed on the Contractor's activities.

ARTICLE 5. THE CITY'S RIGHTS REGARDING THE DISPOSAL FACILITY

5.1 No Minimum Waste Quantities Required from the City

The City has a franchise agreement that provides for the collection of the Garbage, Rubbish, Yard Trash, and Bulk Waste generated by the City's residents. To the extent allowed by law, the City will require its franchisee (currently Progressive Waste Solutions of Florida, Inc.) to deliver the Garbage and Rubbish it collects to the Transfer Station until the franchise agreement or this Agreement terminates or expires, whichever occurs first. However, the City reserves its right to divert any or all of the City's other Solid Waste (e.g., Bulk Waste, Yard Trash, and Recyclable Material) to any other facility or location of the City's choice. Nothing in this Agreement shall be construed to require the City to deliver a specified minimum amount of Acceptable Waste to the Contractor on a daily, monthly, annual or other basis. The City is not obligated to "put or pay" -- i.e., deliver a minimum quantity of Solid Waste to the Transfer Station or, in the alternative, pay a fee to the Contractor.

5.2 Guaranteed Disposal Capacity for the City

The Contractor warrants and guarantees that it has or will have capacity available in its Transfer Station and the Disposal Facility to accept, upon delivery, all of the Acceptable Waste that the City delivers or causes to be delivered to the Transfer Station during the Term of this Agreement.

5.3 Reports Concerning Disposal Capacity

During the first month of each Operating Year or any other time that is mutually acceptable to the parties, the Contractor shall submit estimates concerning the amount of disposal capacity in the Disposal Facility (including each facility that is listed in Exhibit "E") that is (a) planned, (b) fully permitted, and (c) constructed, respectively. The Contractor's estimates shall identify: the amount (volume) of airspace in the Disposal Facility under each of these scenarios; the projected lifespan of the Disposal Facility under each scenario, based on the current rate of waste disposal; and supporting calculations concerning the airspace and lifespan provided by the currently constructed disposal areas at the Disposal Facility.

If requested by the Director, the Contractor shall provide documents and supporting calculations demonstrating that the Disposal Facility has fully permitted capacity that is sufficient to accommodate the acceptance and disposal of the City's Acceptable Waste, and also satisfy the requirements of all of the Contractor's disposal contracts with other customers, at all times throughout the next two (2) Operating Years or the remainder of the Term of this Agreement, whichever is less.

The Contractor shall provide notice to the City within thirty (30) Operating Days if the Contractor determines at any time during the Term of this Agreement that the permitted and constructed capacity of the Disposal Facility is not sufficient to accept all of the Acceptable Waste that the City may deliver during the next two (2) Operating Years or the remainder of the Term of this Agreement, whichever is less. The Contractor's notice shall contain a description of the steps that will be taken, and the schedule for completing those steps, to ensure that the Disposal Facility has disposal capacity available at all times for the acceptance of the City's Acceptable Waste.

Upon request, the Director may waive one or more of the requirements in this Section 5.3, especially with regard to a Disposal Facility that is used by the Contractor on a limited or back-up basis.

5.4 City's Right to Observe Contractor's Operations

The Contractor shall give the City access at all reasonable times to observe all of the operations at the Transfer Station and the Disposal Facility. At its expense, the City may assign one or more inspectors to monitor the Contractor's operations in the scale house, on the Site, and at the Disposal Facility. The Contractor shall fully cooperate with such inspectors in the performance of their duties. However, the Contractor may require the City's inspectors and other representatives to comply with reasonable safety rules while on the Contractor's Site or the Disposal Facility, subject to Section 5.7, below.

5.5 City's Right to Inspect Contractor's Records

The City and its authorized agents shall have the right to audit, inspect, and copy all of the Contractor's records, files and other documents (collectively, "documents")

concerning or related to this Agreement, including but not limited to the documents required to be kept by the Contractor pursuant to Section 4.5, above, and other sections of this Agreement. The City's rights extend to and include documents concerning the Contractor's bills to the City and the City's payments to the Contractor. Notwithstanding the foregoing, the City's rights under this Section 5.5 do not extend to or include the Contractor's proprietary records concerning personnel matters or the Contractor's internal costs, profits, and pricing data. The City may exercise its rights under this Section 5.5 as often as the City deems necessary during the Term and for three (3) years after the termination or expiration of this Agreement. Within five (5) Operating Days after receiving a request from the City, the Contractor shall produce the requested documents during normal business hours at the Transfer Station or another location that is mutually acceptable to the Parties. The Contractor shall provide adequate work space and access to a copier, which the City may use at no charge, if the documents are produced for inspection at the Contractor's Transfer Station.

5.6 City's Right to Notice and Cooperation From Contractor

The Contractor shall notify the City immediately upon the Contractor's receipt of any information indicating that the Contractor will be unable to satisfy its obligations under this Agreement. In such circumstances, the Contractor shall provide the City with a description of the problem, the reasons for the problem, and the Contractor's recommendations for preventing a breach or default of this Agreement.

The Contractor shall immediately notify the City if any agent, partner, member, manager, officer, director, executive, employee, or majority shareholder of the Contractor is convicted of a public entity crime, as defined in Section 287.133(g), Florida Statutes.

The Contractor shall fully cooperate with the City at all times to ensure that the Contractor's activities comply with the requirements in this Agreement. Additionally, the Contractor's authorized representative shall meet with the City within five (5) Operating Days if the Contractor receives a request from the Director for a meeting to review and discuss issues relating to this Agreement that are of concern to the City.

5.7 City's Compliance With Safety Rules

The City's representatives, employees, and agents shall comply with the safety rules and regulations contained in the Contractor's Operating Manual when they are on the Site. However, such rules and regulations shall be applied by the Contractor in a fair, equitable, and non-discriminatory manner. The City shall not be subject to any unique operating rules or regulations that are not applicable to other Persons doing business with the Contractor.

5.8 City's Right to Approve

Whenever this Agreement authorizes the City or its representatives (e.g., the Director) to approve a request by the Contractor, the City and its representatives shall have

the right to withhold their approval until the Contractor submits all of the information needed to evaluate the Contractor's request. The City and its representatives shall fairly and objectively evaluate the information provided by the Contractor, as well as any other relevant facts. The consent of the City and its representatives shall not be unreasonably withheld or delayed, except as otherwise explicitly provided herein. However, the City and its representatives shall have the exclusive right to weigh the relevant facts and determine whether the approval of the Contractor's request is consistent with the requirements in this Agreement and the public interest.

ARTICLE 6. PAYMENTS TO CONTRACTOR

6.1 Service Fee

After each Operating Month, the City shall pay Service Fees to the Contractor in the amount and in the manner specified in this Agreement. The Service Fee in effect on the Effective Date is set forth in Exhibit "D." The parties agree that the Service Fee fully and completely compensates the Contractor for all of Contractor's duties, obligations and responsibilities under this Agreement. The City is not obligated under this Agreement to pay any other fees or charges to the Contractor, although the City shall be responsible for the disposal of Unacceptable Waste that is rejected by the Contractor in compliance with the requirements in Section 3.6, above.

6.2 Procedure For Payment of Service Fee

The Contractor shall be paid the Service Fee, in arrears, for each Ton of Solid Waste that the City delivered or caused to be delivered to the Transfer Station in City Vehicles, and the Contractor accepted and disposed of at the Disposal Facility, during the previous Operating Month. The City shall not pay the Service Fee for any Solid Waste that was delivered to the Transfer Station and rejected by the Contractor.

The Contractor shall use the weight records from the scale house to calculate the total amount of the payment to be made by the City. The Contractor's invoice for payment of the Service Fee shall be submitted on a form and in a format that has been approved by the Director. The Contractor's billing statements shall include the scale house receipts or other data acceptable to the City to verify that the totals are accurate.

The Contractor's invoice and supporting information are subject to the Director's approval. At a minimum, each invoice shall include a spreadsheet that identifies each Load delivered to the Transfer Station in a City Vehicle during the relevant Operating Month. For each Load, the spreadsheet shall identify the date and time of the delivery, the type of Solid Waste that was delivered, the identification number on the City Vehicle, the weight of the Solid Waste that was delivered, the name of the Contract Hauler that delivered the Load, and the amount of the disposal fee for that Load. The invoice also shall include a summary for the relevant Operating Month, including the total number of Loads delivered to the Transfer Station in City Vehicles, the total weight of the Loads delivered in City Vehicles,

and the total amount of the Service Fee for the Loads delivered in City Vehicles.

The Contractor's request for payment shall be submitted to the Director once each month, within fifteen (15) Operating Days after the end of the Operating Month for which payment is sought. Whenever the Contractor submits a request for payment pursuant to this Section 6.2, the Contractor's request shall include a statement verifying that the bill is accurate in all respects. The City may request additional information or documentation from the Contractor, and upon request the Contractor shall promptly provide such information and documentation, to substantiate the Contractor's request for payment. The Contractor's request for payment shall include the Contractor's monthly report, pursuant to Section 4.6, above.

The total amount of the Service Fees to be paid to the Contractor each month shall be reduced by the amount of any administrative charges assessed by the City pursuant to Sections 11.1 and 11.3, below. The existence of a dispute concerning the Contractor's bill shall not delay the payment of undisputed amounts. Payments to the Contractor of undisputed amounts shall be made in compliance with the Florida Prompt Payment Act (Section 218.70 et seq., F.S.). Any disputes concerning the payment of the Service Fee shall be resolved pursuant to Section 17.7, below

6.3 Annual CPI Adjustments To Service Fee

On October 1, 2017 and each October 1 thereafter during the Term of this Agreement, the Service Fee shall be adjusted upward or downward to reflect the effect of inflation or deflation during the previous year. Specifically, the Service Fee shall be adjusted by an amount that is equal to the percentage change in the Consumer Price Index ("CPI"), measured from April 1st in the previous calendar year to March 31st in the calendar year in which the adjustment will occur. Notwithstanding anything else contained herein, a single adjustment to a Service Fee shall not exceed three percent (3%) and there shall be no "catch-up" CPI adjustment in future years (i.e., there will not be an adjustment in the Service Fee in the future to offset or mitigate the effect of the 3% "cap" in a year when the CPI adjustment would exceed 3%, but for the 3% limitation contained herein). If the CPI is discontinued or substantially altered, the City may select another relevant price index published by the United States government or a reputable publisher of financial and economic indices.

6.4 Adjustments to Service Fee for Changes in Law

If a Change in Law will directly and materially affect the Contractor's cost of providing its services under this Agreement, the Contractor may request the City to adjust the Service Fee. To exercise this option, the Contractor shall prepare and submit a proposed Service Fee that will distribute the increased costs in a fair and non-discriminatory manner between the City and the Contractor's other customers. The Contractor's request shall be accompanied by all data and analyses necessary for the Director to fairly evaluate the proposed increase in the Service Fee. The Director may request, and upon request the Contractor shall provide, additional information as

necessary. After receiving the requested information, the Director shall present the Contractor's request and the Director's recommendations to the Mayor for his or her determination. The Contractor may appeal the Mayor's decision to the Council by filing a notice of appeal with the Mayor within ten (10) days after the issuance of the Mayor's written decision. Upon filing a timely notice of appeal, the Contractor shall be given an opportunity to present its request to the Council at a public meeting.

The Director, Mayor, and Council shall evaluate the Contractor's request in a timely manner and in compliance with the requirements in Section 5.8, above. Subject to the provisions of Section 5.8, the Contractor's request may be approved, approved subject to conditions, or denied. If any adjustments to the Service Fee are approved by the City, the adjusted Service Fee shall become effective upon the date designated by the City. Adjustments (if any) to the Service Fee shall be designed to compensate the Contractor for the increased costs incurred by the Contractor after the Change in Law took effect.

If a Service Fee adjustment is approved pursuant to this Section 6.4 and the adjustment will cause the Service Fee for disposal to increase by an amount that is equal to or greater than twenty percent (20%) of the Service Fee in effect before the adjustment took effect, or cause the Service Fee to be greater than one hundred fifty percent (150%) of the Service Fee on the Effective Date, the Council may terminate this Agreement at any time after providing sixty (60) days' notice to the Contractor.

6.5 Extraordinary Adjustments to Service Fee

Once each Operating Year, before April 1, the Contractor may petition the Mayor for an adjustment to the Service Fee based on extraordinary or unusual changes in the cost of its operations that could not reasonably be foreseen by a prudent Person. Contractor's petition shall contain a detailed justification for the Service Fee adjustment. Among other things, the Contractor's petition shall include an audited statement of Contractor's historical and current expenses, demonstrating that Contractor has incurred an extraordinary increase in Contractor's costs due to factors beyond the Contractor's control, which have occurred through no fault or negligence of the Contractor. The audited statement shall be prepared by a certified public accountant that is licensed in the State of Florida and not an employee of the Contractor or its affiliates. At its expense, the City may audit the Contractor's records to evaluate the Contractor's request. The Director may request from the Contractor, and the Contractor shall provide, all of the information that is reasonably necessary for the City to evaluate the Contractor's petition.

After receiving the requested information, the Director shall present the Contractor's request and the Director's recommendations to the Mayor. If the Mayor denies part or all of the Contractor's request, the Contractor may appeal the Mayor's decision to the Council. If the Contractor files a notice of appeal with the Mayor within ten (10) days after the issuance of the Mayor's written decision, the Contractor shall be given an opportunity to present its request to the Council at a public meeting. The Council shall grant, grant with conditions, or deny the Contractor's request within sixty (60) days after the Council receives all of the information needed to evaluate the Contractor's proposal.

The Council may deny the Contractor's request, in its sole discretion, for any reason or no reason. The Council's decision shall be final and non-appealable.

If the Contractor's request is granted in whole or in part, the Council shall have the right to reduce the Contractor's Service Fees, if and only to the extent that the factors causing the Contractor's price increase have been ameliorated or eliminated. Every twelve (12) months after a request is granted, the Director shall have the right to request, and the Contractor shall prepare promptly upon request, an updated audit and explanation of whether the extraordinary Service Fee increase should remain in effect. The Council shall provide reasonable advance notice to the Contractor, and the Council shall allow the Contractor to present any relevant information to the Council at a public meeting, before the Council decides whether to reduce the Service Fee pursuant to this Section 6.5.

6.6 Verification of Payment Amounts

The City's acceptance and payment of any bill from the Contractor, and the City's deduction of any amount from any payment due to the Contractor, shall not be construed as an accord that the amount paid is the correct amount, nor shall it be construed as a release of any claim the City may have for additional sums payable from the Contractor.

ARTICLE 7. RESERVED

ARTICLE 8. TERM OF AGREEMENT

This Agreement shall take effect and be binding upon the parties from the Effective Date until the date when this Agreement is terminated or expires. Unless terminated earlier in the manner provided herein, the initial Term of this Agreement shall begin on the Commencement Date and end on September 30, 2023.

The City may renew this Agreement for one or more additional Terms that collectively may extend this Agreement a total of five (5) years. If the City wishes to renew this Agreement, the City shall give written notice to the Contractor at least ninety (90) days before the end of the initial Term or the then current Term, as the case may be. During any renewal Term, the City and the Contractor shall be subject to the conditions and limitations contained herein, unless the City and Contractor mutually agree otherwise.

In addition, the City has the right to extend the Term of this Agreement for up to twelve (12) additional thirty (30) day periods, subject to the conditions and limitations in effect at the time of such extension, by providing written notice to the Contractor before the end of the then-current Term of this Agreement.

ARTICLE 9. TERMINATION AND FORCE MAJEURE EVENTS

9.1 Termination by Either Party For Cause

Subject to the other provisions contained herein, either party may terminate this Agreement if the other party fails to perform any of its material obligations hereunder. A default by Contractor shall include but not be limited to the following:

(a) The Contractor fails or refuses to accept Acceptable Waste delivered to the Transfer Station by or on behalf of the City in City Vehicles, during the normal hours of operation, on or after the Commencement Date;

(b) The Contractor disposes of the City's Solid Waste at a location other than the Disposal Facility, without receiving the advance approval of the Director;

(c) The Contractor assigns or subcontracts any of the services to be provided to the City pursuant to this Agreement, in violation of the provisions in Sections 17.2 or 17.4, respectively;

(d) The Contractor fails to pay, when due, any sums owed to a Subcontractor for services or materials provided pursuant to this Agreement;

(e) The Contractor fails to provide or continuously maintain the insurance required by this Agreement;

(f) A Parent Corporation Guarantee provided pursuant to Section 10.3 is revoked;

(g) The Contractor fails to provide or maintain the Performance Bond required pursuant to Article 14;

(h) A representation or warranty provided by the Contractor in this Agreement is or becomes inaccurate in any material respect; or

(i) The Contractor is placed on a convicted vendor list following a conviction for a public entity crime.

Before a party may terminate this Agreement pursuant to this Section 9.1, the non-defaulting party shall give written notice to the other party that a default exists which will, unless corrected, constitute an event of default on the part of the defaulting party. The notice shall inform the defaulting party that this Agreement shall be terminated unless the default is cured within seven (7) calendar days following the defaulting party's receipt of the notice. If a cure cannot reasonably be effected within seven (7) days despite the exercise of due diligence, the time to cure the default shall be extended to include such additional time as is reasonably necessary to effect a cure, provided that the defaulting party exercises continuous diligent efforts to cure the default during the extended cure

period. In all cases, however, the time to cure shall not be longer than fifteen (15) days after the non-defaulting party sent notice to the defaulting party. If the defaulting party fails to cure the default within the cure period, the non-defaulting party may terminate this Agreement. The termination shall take effect as of the date specified by the non-defaulting party. Upon termination, the non-defaulting party may cure the default at the expense of the defaulting party, and have recourse to any other right or remedy to which the non-defaulting party may be entitled under this Agreement, at law, or in equity.

Notwithstanding anything else contained herein, each of the events described in Sections 9.1.1 and 9.1.2 shall constitute an event of default for which there shall be no opportunity to cure. For such events, termination shall be effective three (3) calendar days after the non-defaulting party gives notice to the defaulting party or at such other time designated by the non-defaulting party.

9.1.1 Voluntary Bankruptcy

Written admission by a party that it is bankrupt; or filing by a party of a voluntary petition under the Federal Bankruptcy Act; or consent by a party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; or the making of any arrangement by a party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) all or a substantial portion of a party's property or business; or by becoming insolvent.

9.1.2 Involuntary Bankruptcy

Final adjudication of a party as bankrupt under the Federal Bankruptcy Act.

9.2 Reserved

9.3 Termination By City Because of Habitual Violations By Contractor

If the Contractor has frequently, regularly, or repetitively failed to comply with the conditions or requirements contained in this Agreement, the Council may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual failure of performance. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. Upon making such determination, the City shall issue a notice advising the Contractor that the Contractor has been deemed a "habitual violator." Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the Mayor may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice.

9.4

Termination By City Due To Environmental Contamination

The City may terminate this Agreement at any time if the City reasonably concludes that the continued use of the Transfer Station or Disposal Facility exposes the City to significant liability under Applicable Law because of Pollution or environmental contamination at the Transfer Station or Disposal Facility. Among other things, the City may consider whether: (a) the Transfer Station or Disposal Facility has been or soon will be included in EPA's National Priorities List or an analogous state or federal list of contaminated sites; or (b) a state or federal agency has identified Pollution or contamination at the Transfer Station or Disposal Facility that violates the applicable standards under Environmental Law. Before the City terminates this Agreement pursuant to the provisions of this Section 9.4, the City shall provide at least thirty (30) calendar days' advance notice to the Contractor of the City's intent to terminate. The City shall provide the Contractor an opportunity to cure pursuant to Section 9.1, above, or present evidence to the Director demonstrating that the City is not exposed to significant liability because of the conditions at the Transfer Station or Disposal Facility. For example, the Contractor may cure by demonstrating that the Contractor's financial assets and insurance are sufficient to cover the cost of remediating or otherwise addressing any such Pollution.

9.5

Termination for Convenience

At its option, the City may terminate this Agreement at any time, with or without cause, if the City's exclusive franchise agreement with Progressive Waste Solutions of FL, Inc., or any successor franchisee, expires or terminates.

9.6

Force Majeure Events

Force Majeure events shall be subject to the following provisions and limitations.

9.6.1

Obligations Excused For Force Majeure

Notwithstanding any other provision in this Agreement, except Section 10.2, neither the City nor the Contractor shall be liable to the other for any failure or delay in performance of any obligation under this Agreement due to the occurrence of a Force Majeure event. As a condition precedent to the right to claim excuse of performance, the party experiencing a Force Majeure event shall:

(a) Promptly notify the other party orally that a Force Majeure event has occurred; and

(b) As soon as practical, but in no event more than five (5) calendar days after the Force Majeure event, deliver to the other party an oral description of (1) the Force Majeure event, (2) its estimated duration and impact, if any, on the party's obligations under this Agreement, and (3) the measures that have been and will be implemented to eliminate the impacts of the Force Majeure event. A written description concerning these three (3) topics shall be delivered to the other party within fourteen (14) calendar days

after the Force Majeure event occurs. The party seeking to excuse their failure of performance shall have the burden of affirmatively proving the occurrence of the Force Majeure event and all resulting impacts to the party's performance under the Agreement.

9.6.2 Continuing Obligations During Force Majeure

Whenever a Force Majeure event occurs, the parties shall, as quickly as possible, to the extent reasonable, eliminate the cause therefor, reduce the costs thereof, and resume performance under this Agreement. Additionally, the party seeking an excuse of performance shall provide prompt notice to the other of the cessation of a Force Majeure event. The parties acknowledge and agree that nothing in this subsection shall in anyway limit each's duty, as otherwise specified within this Agreement, to comply with all Applicable Law.

Strikes, slowdowns, walk-outs, block-outs, industrial disturbances, or other labor disputes are not Force Majeure events. If such events occur, the Contractor shall take all reasonable steps to continue normal operations. Among the steps that may be required are the transfer of personnel from other locations, hiring of additional short-term employees, and contracting with other entities to provide the necessary equipment or labor required to perform the Contractor's work under this Agreement.

9.6.3 Right to Terminate Due to Force Majeure Event

In the event that the City in good faith determines a Force Majeure event will prevent or alter performance permanently or for such period of time or at such additional expense as to make performance infeasible, the City may declare the Agreement terminated at any time after providing ten (10) days' notice to the Contractor.

9.7 Interim Operations

In the event that this Agreement is terminated before the end of any Term, the Contractor shall continue its operations for an interim period of up to one hundred eighty (180) calendar days (i.e., six (6) calendar months) if requested to do so by the City. The Contractor shall be paid for its services during said interim period at the rates (i.e., Service Fee) in effect prior to issuance of the notice of termination.

9.8 Effect of Termination

If this Agreement is terminated pursuant to the provisions of this Article 9, neither the City nor the Contractor shall have any further duty, right, liability, or obligation under this Agreement, except that: (a) a party will not be relieved from liability for a breach of a warranty, obligation, or representation under this Agreement that occurred before the effective date of the termination; (b) the City shall pay all amounts owed to the Contractor, and the Contractor shall pay all amounts owed to the City, pursuant to this Agreement, through the date of the termination; (c) the Contractor shall deliver to the City all reports concerning the City's delivery of Acceptable Waste and other materials through the end of

the Operating Month in which termination occurs; (d) the provisions of Sections 5.5, 10.2, and 16.3 shall survive the expiration or termination of this Agreement; and (e) any term, condition, covenant, or obligation which requires performance by a party subsequent to the termination of this Agreement shall remain enforceable against such party subsequent to such termination, until the end of the applicable period under the statute of limitations.

ARTICLE 10. DAMAGES AND INDEMNIFICATION

10.1 Liability

The Contractor shall be liable for all injuries and conditions that are caused by or result from the Contractor's actions, including but not limited to the Contractor's failure to perform in compliance with the terms of this Agreement. To the extent that the City and Contractor are joint tortfeasors, losses shall be apportioned in the manner described in Section 10.4, below.

10.2 Contractor's Indemnification of City

To the greatest extent allowed by Applicable Law, the Contractor releases and shall indemnify, hold harmless, and, if requested by the City, defend, each of the City Indemnified Parties from and against every Indemnified Loss. The obligation of the Contractor under this Section 10.2 is absolute and unconditional; it is not conditioned in any way on any attempt by a City Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contractor might have against the City Indemnified Party.

The City may employ any attorney of its choice or may use its in-house counsel to enforce or defend the City's right to indemnity provided by this Agreement. If a City Indemnified Party requests that the Contractor defend it with respect to any Indemnified Loss, the City Indemnified Party may participate in the defense at the Contractor's cost and expense. The Contractor shall advance or promptly reimburse to a City Indemnified Party any and all costs and expenses incurred by the City Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the City Indemnified Party is entitled to indemnification under this Agreement, whether or not the City Indemnified Party is a party or potential party to it.

10.3 Parent Corporation Guarantee

The Contractor shall provide a corporate guarantee from the Contractor's parent company ("Guarantor"), whereby the Guarantor shall guarantee the performance of the Contractor's obligations under this Agreement. The form and content of the corporate guarantee shall be substantially the same as the draft guarantee in Exhibit C and shall be subject to the approval of the City Attorney. The form must be executed by the Contractor's parent company (i.e., the corporate entity that is at the top of any chart showing the Contractor's corporate organization), not an intermediary between the Contractor and its

parent. The corporate guarantee shall be delivered to the City Attorney at the address shown in Section 17.6, below, at least five (5) days before the Effective Date. The corporate guarantee must remain in effect at all times during the Term of this Agreement.

10.4 Contribution

In the event of joint negligence on the part of the City and the Contractor, any loss and costs shall be apportioned in accordance with the provisions of Section 768.31, Florida Statutes, the Uniform Contribution Among Tortfeasors Act, as it exists on the Effective Date, subject to the recovery limits set forth in Section 768.28, Florida Statutes, in effect on the Effective Date.

10.5 Damages

The measure of damages to be paid by the Contractor to the City or by the City to the Contractor, due to any failure by the Contractor or the City to meet any of its obligations under this Agreement, shall be the actual damages incurred by the City or the Contractor. Neither party shall have any liability under this Agreement for consequential, special, indirect, or punitive damages or lost profits. The foregoing shall apply without regard to either party's rights to the Performance Bond, insurance proceeds, or other factors.

If the Contractor fails to comply with any Applicable Law, the Contractor shall promptly pay to the City the following:

(a) All lawful fines, penalties, and forfeitures charged to the City by any judicial order or by any governmental agency responsible for the enforcement of the Applicable Law; and

(b) The actual costs incurred by the City as a result of the Contractor's failure to comply with the Applicable Law, including any costs incurred in investigating and remedying the conditions which led to or resulted from the Contractor's failure to comply with the Applicable Law.

10.6 No Personal Liability

Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee, agent or representative of the City or the Contractor.

10.7 Sovereign Immunity

Nothing in this Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statutes.

ARTICLE 11. ADMINISTRATIVE CHARGES

11.1 Grounds for Administrative Charges

The parties acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would or might be incurred by the City due to those failures or circumstances described in this Section 11.1 and for which the Contractor would otherwise be liable. Therefore, the following administrative charges shall constitute liquidated damages, not penalties, for the Contractor's breach of this Agreement.

(a) The Contractor shall: (i) weigh each City Vehicle at the scale house within thirty (30) minutes after the City's delivery vehicle enters the queue at the Contractor's Site; and (ii) allow each City Vehicle to unload Acceptable Waste on the Tipping Floor within thirty (30) minutes after the City Vehicle is weighed at the Contractor's scale house. If the Contractor fails to comply with either one of these requirements on two (2) or more occasions during any Operating Year, the Director shall give notice to the Contractor of the failure. The City shall assess an administrative charge against the Contractor in the amount of Two Hundred Fifty Dollars (\$250) per occurrence per vehicle for each failure to comply that occurs after the Director gives its notice to the Contractor. The City shall not assess administrative charges under this Section 11.1 if the Contractor was unable to comply with the requirements herein because of the actions or inactions of the driver of the City Vehicle or because the City Vehicle broke down.

(b) If the Contractor fails to maintain and calibrate the scales at the Transfer Station as required by Section 3.3 of this Agreement, the Director shall give notice of the failure to Contractor. The City shall assess an administrative charge against Contractor in the amount of Five Hundred Dollars (\$500) per day if Contractor fails to remedy the failure within five (5) Operating Days after the notice is issued by the Director. The first charge shall be assessed on the sixth Operating Day after the notice is issued.

(c) If the Contractor fails to submit a report, record, or other document (collectively, "documents") to the City in compliance with the requirements and deadlines in this Agreement, the Director shall give notice to the Contractor of such failure. The City shall assess an administrative charge against the Contractor in the amount of One Hundred Dollars (\$100) per day per document, if the Contractor fails to submit the appropriate documents within ten (10) Operating Days after the notice is issued by the Director. The first charge(s) shall be assessed on the eleventh Operating Day after the notice is issued.

(d) If the Contractor fails or refuses to comply with the requirements in Section 5.3, 5.4, or 5.5 of this Agreement, the Director shall give notice of such failure to the Contractor. The City shall assess an administrative charge against the Contractor in the amount of Two Hundred Fifty (\$250) per occurrence per Operating Day if the Contractor fails to comply with the applicable requirements within three (3) Operating Days after the notice of such failure is issued by the Director. The first charge(s) shall be assessed on the fourth Operating Day after the notice is issued.

11.2 Exemptions from Administrative Charges

The Contractor shall not be required to pay administrative charges in those cases where the delay or failure in Contractor's performance was (a) excused in advance by the Director or (b) due to unforeseeable causes that were beyond Contractor's reasonable control, and without the fault or negligence of the Contractor.

11.3 Payment of Administrative Charges

The Director shall assess administrative charges on a monthly basis. If administrative charges are assessed, the City shall deduct the administrative charges from the Service Fee paid to the Contractor, after the Contractor has been given an opportunity to appeal the assessment in the manner provided in this Section 11.3.

At the end of each month, the Director shall notify Contractor in writing of any administrative charges that will be assessed and the basis for each assessment. If the Contractor wishes to contest an assessment, the Contractor shall, within ten (10) calendar days after the issuance of the Director's notice, deliver a written request to the Director for an opportunity to present the Contractor's case to the Mayor. Upon request, the Mayor shall provide the Contractor a reasonable opportunity to be heard and then shall notify the Contractor in writing of his or her decision concerning the administrative charges. The decision of the Mayor shall be final and non-appealable, unless the amount of the administrative charges in an Operating Month would exceed Ten Thousand Dollars (\$10,000). If the administrative charges in one Operating Month exceeds this amount, the Contractor may use the dispute resolution procedures in Section 17.7, below. To exercise this right, the Contractor shall deliver written notice to the Director within ten (10) calendar days after the issuance of the Mayor's written decision.

ARTICLE 12. REMEDIES NOT EXCLUSIVE

The remedies specified in this Agreement shall supplement, and not be in lieu of, any other remedies provided at law or in equity. The payment of any administrative charges by the Contractor shall not constitute a defense for the Contractor, nor an election of remedies by the City, nor serve as the basis for a claim of estoppel against the City, nor prevent the City from terminating this Agreement. The City's decision to refrain from assessing administrative charges, or suspending or terminating this Agreement, or seeking any other relief from any failure in the Contractor's performance, shall not constitute a waiver of the City's right to pursue any other remedy or a waiver of its right to pursue a remedy for any future failure by the Contractor. No remedy conferred by this Agreement is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 13. RESERVED

ARTICLE 14. PERFORMANCE BOND

The Contractor shall furnish to the City an irrevocable, annually renewable Performance Bond for the faithful performance of this Agreement and all of the Contractor's obligations hereunder. The Performance Bond shall be in the amount of Five Hundred Thousand Dollars (\$500,000) during the first Operating Year. On October 1, 2016 and all times thereafter, the Performance Bond shall be in the amount of One Million Dollars (\$1,000,000). The form and content of the Performance Bond shall be substantially the same as the draft bond in Exhibit "B", and shall be subject to the approval of the City Attorney. The Performance Bond shall be issued by a surety company that is acceptable to the City Attorney, which acceptance shall not be unreasonably denied. At a minimum, the surety company must be rated "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety, and shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The surety must have been in business and have a record of successful and continuous operation for at least five years. The Performance Bond shall: (a) contain any provisions required by Applicable Law; (b) guarantee the Contractor's performance under this Agreement; (c) serve as security for the payment of all Persons performing labor and furnishing materials in connection with this Agreement; and (d) not be canceled or not renewed without at least thirty (30) calendar days prior notice to the City. The Contractor shall furnish the Performance Bond to the City at least ten (10) calendar days before the Commencement Date. The Contractor shall renew the Performance Bond, as necessary, and shall maintain the Performance Bond in effect at all times from the Commencement Date throughout the Term, including all renewal Terms. No later than October 15 of each Operating Year, the Contractor shall provide a copy of the current bond to the Director.

Maintenance of the Performance Bond and the performance by the Contractor of all of the obligations under this Section 14 shall not relieve the Contractor of liability under the default and termination provisions set forth in this Agreement or from any other liability resulting from any breach of this Agreement. The Performance Bond may be "called" and used if there is any default or breach of this Agreement by the Contractor. Calling or using the Performance Bond shall not restrict or preclude the use of any additional or other remedies available to the City against the Contractor for breach, default or damages. The surety's decision to not renew the Performance Bond shall not constitute a valid basis for making a claim against the expiring bond. In the event of a strike of the employees of Contractor, or any other labor dispute that makes performance of this Agreement by the Contractor substantially impossible, the City shall have the right to call the Performance Bond three (3) days after giving notice. The City shall have the right, but not the obligation, to engage another Person to provide necessary disposal services for the City.

ARTICLE 15. CONTRACTOR'S INSURANCE

15.1 General Requirements

The Contractor shall maintain, on a primary basis and non-contributory basis, and at its sole expense, the following insurance coverages with the limits and endorsements described herein, beginning on or before the Commencement Date and continuing at all times thereafter until this Agreement is terminated or expires. At a minimum, the insurance shall provide coverage for the Contractor's activities under this Agreement at the Site and the Disposal Facility. The requirements contained herein, as well as the City's review and acceptance of insurance maintained by the Contractor, shall not in any manner limit or qualify the liabilities or obligations assumed by the Contractor under this Agreement.

15.2 Commercial General Liability

Contractor shall maintain Commercial General Liability with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products – Completed Operations	\$2,000,000
Personal and Adv. Injury	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000
Contractual Liability	Included

The General Liability insurance form shall be no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services office or equivalent, without restrictive endorsements. Coverage shall not contain any endorsement(s) excluding nor limiting Products/Completed Operations, Contractual Liability or Cross Liability. The coverage shall include: (1) Bodily Injury and Property Damage; (2) Premises and Operations; (3) Independent Contractors; (4) Products and Completed Operations; (5) Broad Form or equivalent Contractual Coverage applicable to the Agreement; (6) Broad Form or equivalent Property Damage Coverage; (7) Personal Injury Coverage with employment and contractual exclusions removed and deleted; and (8) Explosion, Collapse, and Underground Coverage (X/C/U).

15.3 Business Automobile Liability

Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Combined Single Limit / Each Accident. Coverage shall include liability for Owned, Non-Owned & Hired automobiles.

15.4 Pollution Remediation and Legal Liability

Contractor shall maintain Pollution Legal Liability and Remediation Insurance at a minimum limit not less than \$20,000,000 Each Claim / \$20,000,000 Aggregate including all sudden and non-sudden events.

15.5 Umbrella or Excess Liability

Contractor shall maintain Umbrella or Excess Liability at a limit of liability not less than \$10,000,000 Each Occurrence / \$10,000,000 Aggregate. Contractor shall include each required policy herein, other than Pollution Remediation and Legal Liability, as an underlying policy on the Umbrella or Excess Liability. Contractor shall endorse the City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Excess Liability provides coverage on a "True Following-Form" basis. This liability limit may be satisfied by multiple layers of coverage.

15.6 Worker's Compensation Insurance & Employers Liability

Contractor shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Chapter 440, Florida Statutes. Contractor shall maintain Employers Liability Limits not less than \$2,000,000 Each Accident, \$2,000,000 Disease Each Employee, and \$2,000,000 Disease Policy Limit. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

15.7 Additional Insured Endorsements

Contractor shall endorse its insurance with the City as an Additional Insured as follows: (1) for the Commercial General Liability, the Contractor shall endorse the City with the CG 2010 07 04 or GC 2010 04 13 Additional Insured – Developers, Lessees, or Contractors – Scheduled Person or Organization endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Developers, Lessees, or Contractors – Completed Operations, or similar endorsement; (2) for the Business Automobile Liability, the Contractor shall endorse the City with a CA 2048 – Designated Insured, or similar endorsement; (3) for the Pollution Legal Liability and Remediation, the Contractor shall endorse the City with the standard Additional Insured endorsement filed by the insurer for use in the State of Florida; and (4) for the Umbrella or Excess Liability, the Contractor shall endorse the City as an "Additional Insured," unless the policy provides coverage to the underlying policies on a "True Following-Form" basis. The Additional Insured shall read "City of Hialeah" for all endorsements. Upon request by the City, a copy of any endorsement issued to extend coverage to the City shall be provided when evidencing insurance to the City.

15.8 Waiver of Subrogation

Contractor shall endorse the Commercial General Liability with a Waiver of Subrogation endorsement GC 2404 A 05 09 Waiver of Transfer of Rights of Recovery

Against Others to Us, or similar endorsement providing equal or broader Waiver of Subrogation, as well as a Waiver of Subrogation for every other required policy herein in favor of the City for each required policy providing coverage during the entire Term of this Agreement. When required by the insurer, or should a policy condition not permit the Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, then the Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

15.9 Certificate(s) of Insurance

No later than ten (10) days before the Commencement Date, Contractor shall provide the City with a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect. An updated Certificate of Insurance shall be provided to the Director no later than October 15 in each Operating Year. Certificates of Insurance shall provide a minimum of thirty (30) day endeavor to notify requirement, when available by endorsement from Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice that coverage no longer complies with the insurance requirements herein, Contractor shall provide notice to the City by fax within five (5) Operating Days and the notice shall include a copy of the non-renewal or cancellation notice or a written statement specifically identifying the coverage that is no longer in compliance. The Certificate of Insurance shall identify the City's ITB (ITB 16-_____) and this Agreement in the Certificate. The Certificate Holder shall be identified as:

City of Hialeah, Florida
501 Palm Avenue (4th Floor)
Hialeah, FL 33010-4719

Original to: City of Hialeah
Risk Management Division
501 Palm Avenue (3rd Floor)
Hialeah, FL 33010-4719

Copy to: City Attorney
City of Hialeah
501 Palm Avenue (3rd Floor)
Hialeah, FL 33010-4719

The City shall have the right to withhold any payment to Contractor until evidence of coverage, reinstated coverage, or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance required herein, the City shall have the right, but not the obligation, to purchase replacement insurance to satisfy the unmet requirements,

and the Contractor shall reimburse any premiums or other expenses incurred by the City

15.10 Deductibles, Self-Insured Retentions, and Supplemental Coverage

Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. When a self-insured retention or deductible exceeds Two Hundred and Fifty Thousand Dollars (\$250,000) for any of the foregoing required policies, the City reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statements to determine the reasonableness of the retention levels, based on the financial capacity of Contractor. At the City's option, the Contractor may be required to reduce the self-insured retentions or the Contractor may be required to procure a bond guaranteeing payment of losses and related claims expenses.

15.11 Right to Revise or Reject

The City reserves the right, but not the obligation, to reject any insurance policies that fail to meet the criteria stated herein. Additionally, the City reserves the right, but not the obligation, to review or reject any insurer providing coverage due to its poor financial condition or failure to operate in compliance with Applicable Laws. Neither the City's approval of any insurance provided by the Contractor or a Subcontractor, nor the City's failure to disapprove such insurance, shall relieve the Contractor or a Subcontractor of any part or all of its responsibility for any liability, damages, or accidents, as set forth herein.

15.12 Other Insurance Requirements

At its option, the City may allow the Contractor to be self-insured for one or more lines of coverage. In such circumstances, the Contractor shall be required to demonstrate to the satisfaction of the Risk Management Division of the City that the Contractor has adequate financial resources to defend and cover all claims in the amounts and categories required by the Risk Management Division.

15.13 Subcontractors' Insurance

The Contractor shall be responsible for all of its Subcontractors (if any) and their insurance. The Contractor shall ensure that all Subcontractors secure and maintain all insurance coverages and other financial sureties required by Applicable Law. The Contractor shall ensure that such insurance is adequate for the services provided by the Subcontractor. The Contractor is responsible for any inadequacies in the types and limits of insurance maintained by its Subcontractors. The Contractor's liability under this Agreement is not limited by the presence or lack of its own insurance or the insurance of its Subcontractors.

15.14 Notice of Claims

The Contractor shall notify the City of any death arising out of the Contractor's performance under this Agreement. The Contractor also shall notify the City of any events, accidents, injuries, suits, claims, or Citations that the Contractor reasonably believes may create a liability for the City, including events involving Pollution or environmental contamination at the Transfer Station or the Disposal Facility. The Contractor's obligations hereunder do not include claims based upon any rights that may exist under the laws pertaining to employment rights, such as, but not limited to the 1964 Civil Rights Act, as amended, the National Labor Relations Act, the Florida Human Rights Act, the Americans With Disabilities Act or the Family Medical Leave Act. The Contractor's obligations hereunder are subject to any confidentiality agreement relating to any claim. All notices required under this Section 15.14 shall be provided within ten (10) Operating Days after the Contractor learns of the facts that trigger the Contractor's obligation to provide notice.

ARTICLE 16. REPRESENTATIONS AND WARRANTIES

16.1 City's Representations and Warranties

The City represents and warrants to the Contractor that:

(a) The City is duly organized and existing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations contemplated by this Agreement;

(b) As of the Effective Date, the City has the power, authority, and legal right to enter into and perform its obligations under this Agreement, and the execution, delivery, and performance of this Agreement by the City: (i) have been duly authorized by all requisite action of the City; (ii) do not require any other approvals by any other governmental officer or body, other than those permits or approvals contemplated to be obtained after the Effective Date; (iii) do not require any consent or referendum of voters; and (iv) will not violate any law applicable to the City; and

(c) This Agreement has been duly entered into and delivered by the City and, as of the Effective Date, constitutes a legal, valid, and binding obligation of the City, enforceable by the Contractor against the City in accordance with its terms, except to the extent its enforceability is limited by (i) application of general principles of equity and by bankruptcy, insolvency, moratorium, debtor relief, and similar laws of general application affecting the enforcement of creditor rights and debtor obligations, and (ii) public policy limitations on the enforceability of indemnification provisions.

16.2 Contractor's Representations and Warranties

The Contractor represents and warrants to the City that:

(a) The Contractor is a [corporation/limited liability company] duly incorporated and validly existing in good standing under the laws of the state of its formation, is in good standing under the laws of the State of Florida, and is duly qualified to do business wherever necessary to carry on the business and operations contemplated by this Agreement.

(b) The Contractor has the requisite power, authority, and legal right to enter into and perform its obligations set forth in this Agreement and possesses all orders, permits, consents, licenses, approvals, franchises, certificates, registrations, and other authorizations from third parties and governmental authorities that are necessary to conduct its current business and to satisfy its duties and obligations under this Agreement.

(c) This Agreement has been duly executed and delivered by the Contractor and, as of the Effective Date, constitutes a legal, valid, and binding obligation of the Contractor, enforceable by the City against the Contractor in accordance with its terms, except to the extent its enforceability is limited by (i) application of general principles of equity and by bankruptcy, insolvency, moratorium, debtor relief, and similar laws of general application affecting the enforcement of creditor rights and debtor obligations, and (ii) public policy limitations on the enforceability of indemnification provisions.

(d) The execution, delivery, and performance of this Agreement by the Contractor: (i) have been duly authorized; (ii) do not require the approval of any governmental officer or body, other than those permits or approvals contemplated to be obtained after the Effective Date; (iii) have been duly authorized by all requisite [corporate/company] action of the Contractor, and no other [corporate/company] proceedings on the part of the Contractor, [its shareholders, or its Board of Directors/its members, or its managers] are necessary to authorize this Agreement or to perform the duties and obligations of the Contractor contemplated by it; (iv) will not violate any law applicable to the Contractor or its property or any provisions of the Contractor's [articles of incorporation or bylaws/articles of organization or operating agreement]; (iv) do not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the Contractor under any agreement or instrument to which the Contractor is a party or by which the Contractor or its assets may be bound or affected in any manner that prohibits or otherwise adversely affects the Contractor's ability to perform its obligations under this Agreement; and (v) do not and will not violate any copyrights, patents, or other intellectual or proprietary rights of any person.

(e) To the best of the Contractor's information and belief, there is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority pending against the City, the Contractor, or the Guarantor in which an unfavorable decision, ruling, or finding would materially and adversely affect the performance by the Contractor of its obligations under this Agreement or the performance of the Guarantor under the Guarantee, or that in any way would adversely affect the validity or enforceability of this Agreement, the Guarantee, or any other agreement or instrument entered into by the Contractor or any of its affiliates in connection with this Agreement.

(f) The Contractor will be in compliance at all times with the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, because the Contractor does not on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner against the Contractor's employees or applicants for employment. This statement of assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability. The Contractor understands and agrees that this Agreement is conditioned on the veracity of this Section 16.2(f) and that a breach of this condition will constitute a material breach of this Agreement.

(g) The Contractor shall comply with Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

(h) The Contractor did not engage, directly or indirectly, in any collusion, bribery, deception, or fraud in connection with its proposal for the services to be provided under this Agreement.

(i) None of the agents, members, managers, partners, officers, directors, employees, executives, or shareholders of the Contractor, or any affiliate that is active in the management of the Contractor, has been convicted of a public entity crime, as defined in Section 287.133(g), Florida Statutes.

(j) The personnel employed at the Transfer Station and the Disposal Facility have the proper skill, licenses, training, background, knowledge, experience, and authorizations necessary to perform the Contractor's obligations in compliance with this Agreement.

(k) To the best of the Contractor's information and belief, no City employee received or will receive, directly or indirectly, any benefit, interest, or profit out of the procurement process pursuant to which this Agreement was awarded or in connection with the services to be provided pursuant to this Agreement, and no City employee has or will have any direct or indirect financial interest in the award of this Agreement or any of the services to be provided pursuant to this Agreement.

(l) The Contractor acknowledges that Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more that are on either the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List, both lists of which are created pursuant to Section 215.473, Florida Statutes, and the Contractor certifies, represents, and warrants to the City that the Contractor is not on either of those lists.

(m) To the best of the Contractor's information and belief, the soil, groundwater, surface water, and air at the Site and the Disposal Facility are not contaminated at levels or in ways that will exceed the Contractor's ability to remediate using Contractor's own funds and insurance.

16.3 Survival of Representations and Warranties

The representations and warranties of the parties in this Section 16, and the remedies of either party for a breach of those representations and warranties, shall survive the expiration or termination of this Agreement.

ARTICLE 17. GENERAL CONDITIONS

17.1 Authorized Representatives

For purpose of addressing any issue arising under this Agreement, the parties' authorized representatives are as follows:

For the Contractor: _____

Telephone: _____

Facsimile: _____

For the City: City of Hialeah
Mayor
501 Palm Avenue
Hialeah, FL 33010-4719
Telephone:
Facsimile:

Either party may change its authorized representative at any time by written notice to the other party. The Contractor's authorized representative shall have express authority to act on behalf of the Contractor with respect to all aspects of this Agreement. Likewise, except as otherwise provided by Applicable Law, the City's authorized representative shall have express authority to act on behalf of the City with respect to all aspects of this Agreement.

17.2 Subcontractors

The Contractor shall not enter into a subcontract for the disposal of the City's Solid Waste without the advance written consent of the City. If the Contractor enters into a subcontract for the disposal of such waste, the provisions of this Agreement shall apply to the Subcontractor and its agents, officers, and employees in all respects, as if the Subcontractor and they were employees of the Contractor. Before entering into a

subcontract for the disposal of the City's Solid Waste, the Contractor shall (a) provide notice to the City of the name of the proposed Subcontractor, the services to be provided by the Subcontractor, the place of business of the Subcontractor, and any other information reasonably requested by the City and, (b) provide to the Subcontractor a copy of this Agreement. In cases involving the disposal of the City's Solid Waste, the Contractor shall require each Subcontractor to comply strictly with the requirements in this Agreement, and the Contractor shall secure from each Subcontractor an indemnification agreement in favor of the City that is equivalent to the indemnification required of the Contractor by this Agreement.

With regard to any type of subcontract, whether it involves the disposal of the City's Solid Waste or other matters, the Contractor shall not be relieved or discharged in any manner from its duties, liabilities, and obligations under this Agreement as a result of entering into a subcontract. If the Contractor uses any Subcontractors in the performance of the work required hereunder, the Contractor shall be responsible to the City for the acts and omissions of its Subcontractors and for any Person that is directly or indirectly employed by the Subcontractors.

Nothing in this Agreement shall create any contractual relationship between any Subcontractor and the City or any obligation on the part of the City to pay or see to the payment of any monies that may be due to any Subcontractor.

17.3 Relationship of the Parties

Neither party shall have any responsibility to perform services for or to assume contractual obligations that are the responsibility or obligations of the other party, except as expressly provided in this Agreement. Nothing in this Agreement shall constitute either party as an agent, partner, or representative of the other party, or create any fiduciary relationship between the parties, other than as expressly provided in this Agreement. The relationship of the Contractor to the City created by this Agreement is that of an independent contractor. No agent, officer, director, employee, consultant, Subcontractor, or representative of the Contractor is, will be, or will be deemed to be, an agent, official, employee, or representative of the City. No Person performing work or providing services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the City. The Contractor assumes full responsibility for the payment and reporting of all local, state, foreign, and federal taxes and other contributions imposed or required under unemployment, social security, income tax, and similar laws, with respect to the performance of the Contractor's obligations under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Contractor shall not have the right or power to make any contracts, commitments, or admissions of liability for or on behalf of the City. The Contractor shall be solely responsible for the means, methods and procedures used by the Contractor to perform its work under this Agreement.

17.4 Assignment or Transfer

This Agreement is not assignable by operation or law or otherwise without the advance written approval of the other party to this Agreement. Any attempted assignment of this Agreement by a party without the advance written approval of the other party shall be invalid and unenforceable against the other party. Any approved assignment of this Agreement by the Contractor will not relieve the Contractor from the performance of its duties, covenants, agreements, obligations, and undertakings under this Agreement, unless the City expressly agrees otherwise. No assignment by the Contractor shall be effective unless the assignee confirms in writing to the City that the assignee accepts and shall comply with all of the duties, responsibilities, and obligations of the Contractor.

17.5 No Third Party Beneficiaries

This Agreement is binding on, and inures to the benefit of, every approved or authorized assignee and successor in interest of a party to it. Nothing in this Agreement, whether express or implied, is intended or shall be construed to confer or grant to any Person, except the City, the Contractor, the City Indemnified Parties, and their respective heirs, representatives, and approved or authorized assignees and successors, any claim, right, remedy, or privilege under this Agreement or any provision of it. Without limiting the generality of the foregoing, this Agreement is not intended to create any third party beneficiaries and this Agreement shall not be construed to impose on the City any liability or obligation to any Subcontractor.

17.6 Notices

Unless this Agreement expressly provides otherwise or permits it to be given orally, each notice, demand, request, approval, statement, and other communication required or permitted by this Agreement will be valid only if it is (a) in writing (whether or not the applicable provision states that it must be in writing), (b) delivered in person or by telecopy, commercial courier, or first-class, postage prepaid, United States mail (certified or registered), and (c) addressed by the sender to the intended recipient as follows:

With copies to:

(a) If to the City:

Director of Public Works
City of Hialeah
3700 West 4th Avenue
Hialeah, FL 33012
Telephone: 305/556-3800
Facsimile: 305/827-0811

With a copy to:

City Attorney
City of Hialeah
501 Palm Avenue (4th Floor)
Hialeah, FL 33010-4719
Telephone: 305/883-5854
Facsimile: 305/883-5896

(b) If to the Contractor:

Attn: _____
Telephone: _____
Facsimile: _____

A validly given notice, demand, request, approval, statement, or other communication (other than checks and other forms of payment) will be effective on the earlier of its receipt, if delivered personally or by telecopy or commercial courier, or the fifth day after it is postmarked by the United States Postal Service, if delivered by postage prepaid, United States mail. Each party promptly shall notify the other party of any change in its mailing address or telecopy number for notices.

17.7 Dispute Resolution

The City and the Contractor shall resolve in the manner provided in this Section 17.7 any claim, dispute, or controversy (collectively, "Dispute") between them that arises out of, or with respect to, this Agreement or the services provided by the Contractor pursuant to this Agreement.

(a) Non-Binding Mediation. If the parties are unable to resolve a Dispute by mutual agreement, they shall promptly attempt in good faith to resolve the Dispute by non-binding mediation in Miami-Dade County, Florida, in accordance with the Florida Supreme Court's mediation rules and Chapter 44, Florida Statutes, within ninety (90) days after the appointment of a certified civil mediator who maintains a law or dispute resolution practice in south Florida, and is mutually acceptable to the parties. Any party may elect to submit the Dispute to mediation by delivering written notice to the other party that sets forth with particularity the nature of its claim or demand, the authority for making the claim or demand, and a proposed remedy or the nature and extent of any monetary claim. After consultation with the parties and their counsel, the mediator shall fix a reasonable time and place in Dade County for the mediation conference within the time limits prescribed by this Section 17.7. The mediation conference shall be scheduled for no less than one full working day, and each party and its primary counsel shall attend the mediation conference. If either a party or its primary legal counsel fails to attend the

mediation conference, that party shall be liable for the other party's reasonable cost of attending the mediation conference, including the mediator's fee and the other party's attorney fees and costs. Except as provided in the preceding sentence, the parties shall share equally the costs of mediation, including the fees of the mediator and any rental or other cost of obtaining a place for the mediation, but excluding their own expenses and attorney fees. If the parties reach a mutually acceptable settlement of the Dispute during the mediation, they shall record the settlement in a written settlement agreement that will be binding on both of them. Neither party shall terminate the mediation unless each of them has participated (or been afforded an opportunity to participate) in the mediation and is unable to agree on a settlement. Mediation discussions between parties and opinions of the mediator are confidential and are not permitted to be relied on, referred to, or introduced as evidence in any subsequent litigation or other legal proceeding. All applicable statutes of limitation will be tolled during the pendency of mediation, and the parties to the mediation shall take any and all action that is necessary to accomplish that tolling.

(b) Litigation. If a Dispute is not resolved pursuant to mediation within 60 days after the initiation of the mediation conference, any party to the Dispute may elect to resolve the Dispute by initiating litigation after providing ten (10) days' advance written notice to the other party.

Notwithstanding anything else contained herein, if either party terminates this Agreement for cause pursuant to Article 9, above, the terminating party shall have the right, in its sole discretion, to proceed directly with litigation of any claims or disputes relating to the termination for cause (and may include other claims and disputes unrelated to the termination) and shall not be required to submit such claims or disputes to the mediation process set forth in this Section 17.7.

(c) Operations Pending Dispute Resolution. If a Dispute arises between the City, the Contractor, or any other Person concerning the Contractor's performance, rights, obligations, or compensation under this Agreement, the Contractor shall continue to perform its duties in strict compliance with the requirements of this Agreement, regardless of the pending Dispute.

17.8 Governing Law, Venue and Attorneys' Fees

The validity, construction, enforcement, and interpretation of this Agreement are governed by the laws of the State of Florida and the federal laws of the United States of America, excluding the laws of those jurisdictions pertaining to resolution of conflicts with laws of other jurisdictions. The parties (a) consent to the personal jurisdiction of the state and federal courts having jurisdiction over Miami-Dade County, Florida, (b) stipulate that the proper, exclusive, and convenient venue for all legal proceedings arising out of this Agreement are the Circuit Court for Dade County, Florida, for a state court proceeding, and the United States District Court for the Southern District of Florida, for a federal court proceeding, and (c) waive any defense, whether asserted by motion or pleading, that the Circuit Court for Dade County, Florida, or the United States District Court for the Southern

District of Florida, is an improper or inconvenient venue. In any legal or other proceeding to interpret, apply, or enforce this Agreement, each Party shall pay its own legal fees and all associated costs.

17.9 Waiver of Jury Trial

THE PARTIES AGREE THAT ANY CLAIM FILED IN STATE OR FEDERAL COURT CONCERNING THE INTERPRETATION, APPLICATION, OR ENFORCEMENT OF THIS AGREEMENT SHALL BE HEARD BY A JUDGE, SITTING WITHOUT A JURY. THE CITY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, PERMANENTLY, AND IRREVOCABLY WAIVE THEIR RIGHT TO A JURY TRIAL CONCERNING ANY SUCH CLAIM.

17.10 Entire Agreement

This Agreement records the entire understanding of the parties regarding the subjects addressed in it and supersedes any prior agreement, understanding, or representation, oral or written, by them. Neither party assumes any responsibility for any statement or representation made by any Person to the other party or any understanding with the other party before executing this Agreement (including any projections, assumptions, parameters, or estimates provided by the City) unless the statement, representation, or understanding is expressly stated in this Agreement. The Contractor may not rely upon or make any claim against the City with respect to the accuracy or completeness of any information made available by the City to the Contractor or the Contractor's interpretation of or conclusions with respect to that information.

17.11 Construction and Interpretation of Agreement

(a) The parties are represented by counsel and they voluntarily waive any rule of law that would require any doubtful or ambiguous provisions contained herein to be construed against the party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

(b) The words "include" and "including" as used herein shall be deemed to be followed by the phrase "without limitation." References to "included" matters or items will be regarded as illustrative and will not be interpreted as a limitation on, or an exclusive listing of, the matters or items referred to.

(c) It is anticipated that the City will have its franchisee and/or a private hauling company (i.e., Contract Haulers) deliver the City's Solid Waste to the Transfer Station for the City. Accordingly, whenever this Agreement refers to the delivery of Solid Waste or other material by the City, the Agreement shall be construed to mean delivery by or on behalf of the City, or delivery caused by or on behalf of the City, regardless of whether such language is expressly stated herein.

(d) In the event of any conflict between the provisions of this Agreement and the exhibits attached hereto, the provisions of this Agreement shall govern.

(e) Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. The words "agree," "agreement," "consent," and "approval," as used herein shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or delayed," except as specifically noted.

(f) Words or phrases which are defined herein by reference to a statute, rule or regulation shall have the meaning ascribed to such word or phrases as of the Effective Date, without regard to subsequent changes in such statutes, rules or regulations, except where this Agreement expressly provides otherwise.

(g) In the event of any conflict between this Agreement and Applicable Law, the requirements of the Applicable Law shall govern. The Contractor shall not be in breach of this Agreement if the Contractor complies with the Applicable Law in contravention of this Agreement. In the event of a conflict between this Agreement and the Contractor's Operating Manual, rules, and regulations, this Agreement shall control.

17.12 Exhibits

All of the exhibits attached hereto are specifically incorporated into and made a part of this Agreement. The exhibits are:

- Exhibit "A" – Site Description and Layout for Transfer Station
- Exhibit "B" – Performance Bond
- Exhibit "C" – Parent Corporation Guarantee
- Exhibit "D" – Service Fee
- Exhibit "E" – Disposal Facilities

17.13 Headings and References

The article and section headings preceding the text of the sections of this Agreement are solely for ease of reference. The article and section headings do not constitute a part of this Agreement and shall not affect its meaning or interpretation. Unless otherwise expressly stated, a reference in this Agreement to a section or exhibit is to a section or exhibit of this Agreement. Any references to an agreement or other instrument shall include every renewal, extension, supplement, modification, or amendment to the agreement or instrument.

17.14 Execution of Counterparts

The parties may execute this Agreement in counterparts. Each executed counterpart of this Agreement shall constitute an original document. All executed counterparts, together, shall constitute the same agreement.

17.15 Amendments

This Agreement may be amended only by written instrument specifically referring to this Agreement and executed by both parties with the same formalities as this Agreement.

17.16 Severability

Whenever possible, each provision of this Agreement shall be construed and interpreted so that it is valid, lawful, and enforceable under Applicable Law. If a provision of this Agreement (or the application of it) is held by a court to be invalid, unlawful, or unenforceable under Applicable Law, that provision shall be deemed modified to the extent necessary to conform with Applicable Law or, if not modifiable, then it shall be deemed separable from the remaining provisions of this Agreement and, in either event, the remaining provisions of this Agreement shall remain unmodified and in full force and effect. The invalid, unlawful, or unenforceable provision shall not affect the validity, lawfulness, or interpretation of any other provision of this Agreement or the application of that provision to a Person or circumstance in which it is valid, lawful, and enforceable. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable in any respect, the parties shall negotiate in good faith an amendment, modification, or supplement to this Agreement, to the maximum extent practicable, to give effect to the intent of the parties.

17.17 Waiver

A waiver of any provision of this Agreement shall be valid and effective only if it is in writing and signed by or on behalf of the party granting the waiver. No delay or course of dealing by a party to this Agreement in exercising a power, right, or remedy under this Agreement will operate as a waiver of any power, right, or remedy of that party, except to the extent expressly set forth in a writing signed by or on behalf of that party. In addition, the written waiver by a party of a power, right, or remedy under any provision of this Agreement will not constitute a waiver of any succeeding exercise of the power, right, or remedy or a waiver of the provision itself. Any waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

17.18 Sovereign Immunity and Limitations on Lawsuits Against the City

Nothing in this Agreement shall constitute a waiver of the City's sovereign immunity in tort actions or any provisions in Section 768.28, Florida Statutes. Nothing in this Agreement shall constitute the City's consent to be sued by any third party in any matter

arising out of this Agreement.

17.19 Public's Right to Inspect Contractor's Records

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall:

- (a) Keep and maintain public records required by the City to perform the services provided hereunder.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the Term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Contractor fails to comply with the requirements in this Section 17.19, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, BY TELEPHONE (305/883-5820), E-MAIL (CITYCLERK@HIALEAHFL.GOV), OR MAIL (CITY OF HIALEAH, OFFICE OF THE CITY CLERK, 501 PALM AVENUE, 3RD FLOOR, HIALEAH, FLORIDA 33010).

IN WITNESS WHEREOF, the parties have made and executed this Agreement, as attested to by the signature of their duly authorized officers or representatives and their official seals affixed hereon, the day and year first above written.

Attest:

CITY OF HIALEAH, by and through its
City Council

Marbelys Fatjo, Clerk
City Council of the City of Hialeah,
Florida

By: Carlos Hernandez, Mayor
____ day of _____, 2016

Approved as to form and legal sufficiency

Lorena Bravo
City Attorney

(CITY SEAL)

WITNESSES:

CONTRACTOR

Signature

By: _____
Signature

Printed Name

Printed Name and Title

____ day of _____, 2016

____ day of _____, 2016

Signature

Printed Name

____ day of _____, 2016

ATTEST:

SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and he/she executed the foregoing Agreement as the proper official of _____ for the uses and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the state and county aforesaid on this _____ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"

SITE DESCRIPTION AND LAYOUT FOR TRANSFER STATION

DRAFT

EXHIBIT "B"

PERFORMANCE BOND

CONTRACTOR (name, principal place of business, and phone number):

SURETY (name, principal place of business, and phone number):

CITY:

Mayor
City of Hialeah
501 Palm Avenue
Hialeah, FL 33010-4719

BOND No.

Date: _____

Amount: Five Hundred Thousand Dollars (\$500,000.00)

KNOW ALL MEN BY THESE PRESENTS that we, XYZ Company, Inc. (hereinafter "CONTRACTOR"), as Principal, and _____ (hereinafter "SURETY"), as Surety, are held and firmly bound unto the City of Hialeah, Florida (hereinafter "CITY"), as Obligee, in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, directors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the SURETY states that it has read the "Agreement for Disposal of Class I Waste" (hereinafter "Agreement") that is attached hereto and incorporated herein by reference, and SURETY has carefully considered the CONTRACTOR's obligations and duties under the Agreement, including but not limited to the provisions of Article 9 ("Termination and Force Majeure Events") and Article 10 ("Damages and Indemnification"); and

WHEREAS, the CITY's award of its work to the CONTRACTOR, and the CITY's execution of the Agreement with the CONTRACTOR, are contingent upon the execution of

this bond (hereinafter "BOND") and these presents.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the CONTRACTOR shall in all respects promptly and faithfully perform and comply with all of the terms and conditions of the Agreement, then this obligation shall be void; otherwise, this BOND shall remain in full force and effect, in accordance with the Agreement and the following terms and conditions:

1. The SURETY, for value received, as hereby acknowledged, stipulates and agrees that no change, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the requirements for the same shall in any way affect the SURETY's obligations on the BOND, and SURETY does hereby waive notice of any change, alteration, or addition to the terms of the Agreement or to the work.

2. The SURETY, for value received, as hereby acknowledged, further stipulates and agrees that it will pay the CITY all losses, damages, expenses, costs, liquidated damages, and attorneys' fees, including fees incurred in appellate proceedings, the CITY sustains because of a default by the CONTRACTOR under the Agreement, up to the maximum amount of the BOND.

3. The fact that the CITY may extend the time within which the CONTRACTOR may perform its obligations shall not release the SURETY from its obligations under this BOND, whether such extension is made after notice to the SURETY or not, and the SURETY hereby consents that the CITY may extend the time for the CONTRACTOR's performance, without providing notice to the SURETY.

4. In the event that the CONTRACTOR defaults in the performance of any of the terms or conditions of the Agreement, the CITY shall give notice of such default to the SURETY in writing by certified mail, return receipt requested, addressed to the SURETY at its principal place of business, as identified above.

5. In the event that the CONTRACTOR defaults in the performance of any of the terms or conditions of the Agreement, the SURETY shall have the right to complete the work or performance on behalf of the CONTRACTOR, and for that purpose shall have all of the rights of the CONTRACTOR under the Agreement for the completion of performance.

6. In the event that the CONTRACTOR defaults in the performance of any of the terms or conditions of the Agreement, the SURETY shall remedy the default or otherwise satisfy its obligations under this BOND.

7. In the event there is a failure to perform the conditions of this obligation, the CITY may bring any and all actions, suits, or proceedings, or otherwise take such steps as it deems appropriate, to enforce the obligation of the SURETY, and the CITY may do so without joining the CONTRACTOR in any such actions, suits, or proceedings. Thereafter, whether judgment is obtained against the SURETY or not, successive actions can be brought against the CONTRACTOR, and this BOND shall remain a continuing obligation on

the part of the SURETY and the CONTRACTOR until the conditions of this BOND have been fully performed, including the resolution of third party lawsuits.

8. It is understood and agreed that the obligations of the CONTRACTOR and SURETY under this BOND continue from day to day until paid, and a new cause of action arises thereon daily with the result that the statute of limitations of the State of Florida does not run against the entire claim. The obligations of the SURETY under this BOND, therefore, continue in this manner, and no action, suit, or proceeding against the CONTRACTOR or the SURETY hereunder shall be barred, except under such conditions as would bar it under the said statute of limitations.

9. Any proceeding, legal or equitable, under this BOND shall be instituted only in a state or federal court of competent jurisdiction in Dade County, Florida, and shall be instituted within the statute of limitations after the CONTRACTOR's default or within the statute of limitations after the SURETY refuses or fails to perform its obligations under this BOND, whichever occurs later. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the State of Florida shall be applicable.

10. Notices to the SURETY, the CITY, and the CONTRACTOR shall be mailed or delivered to the addresses shown above.

11. The SURETY represents and warrants to the CITY that it has a rating of "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety; (b) it is listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds; (c) it has been in business continuously for at least five years; and (d) it will not cancel or alter this BOND without providing at least 30 days advance notice to the CITY.

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

Signature

Printed Name

Title

Date

SURETY
Company: (Corporate Seal)

Signature

Printed Name

Title

Date

Witnesses:

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

FLORIDA RESIDENT AGENT FOR SURETY

Print Name

Address

Phone

Fax

NOTE: Power of attorney and certification of authority for issuance and current status thereof for Attorney-in-Fact and for Surety Company must be attached. Proof that Surety is licensed to transact business in the State of Florida must be submitted with this Bond.

EXHIBIT "C"

PARENT CORPORATION GUARANTEE

THIS PARENT CORPORATION GUARANTEE ("Guarantee") is made as of the ____ day of _____, 2016, by ABC Company, Inc., a _____ corporation (the "Guarantor"), to and for the benefit of the City of Hialeah, Florida (the "City") (each capitalized term used and not defined herein shall have the meaning ascribed to such term in the Agreement).

WITNESSETH:

WHEREAS, _____, Inc. (the "Contractor"), a _____ corporation and a wholly-owned subsidiary of the Guarantor, is entering into an "Agreement for the Disposal of Class I Waste" ("Agreement") with the City;

WHEREAS, the Guarantor is willing to guarantee the performance of the Contractor under the Agreement, subject to the terms of this Guarantee; and

WHEREAS, the execution of this Guarantee by the Guarantor is a condition precedent to the execution of the Agreement by the City, and the City will not enter into the Agreement unless the Guarantor provides this Guarantee;

NOW, THEREFORE, as an inducement to the City to enter into the Agreement, the Guarantor agrees as follows:

1. The Guarantor hereby irrevocably, absolutely and unconditionally guarantees the full, prompt and timely performance and discharge of all of the duties and obligations of the Contractor pursuant to and in compliance with the terms and conditions in the Agreement, including but not limited to, the full, prompt and timely payment when due of all sums and amounts payable by the Contractor, including without limitation, the payment of any and all fines, damages, indemnification obligations, costs, and expenses, including without limitation, reasonable fees and expenses of attorneys (collectively, the "Obligations").

2. All Obligations of the Guarantor under this Guarantee shall be irrevocable, absolute, unconditional and continuing, and shall remain in full force and effect until all of the Obligations now existing or hereafter incurred shall have been performed, discharged and paid in full in compliance with the terms of the Agreement. The Obligations of the Guarantor under this Guarantee shall not be released, discharged, affected, modified or impaired by reason of the happening from time to time of any event or circumstance, including, without limitation, any one or more of the following:

(i) the compromise, settlement, release, discharge or termination of any or all of the Obligations, by operation of law or otherwise, except by payment and performance in full of the Obligations pursuant to the terms of the Agreement;

(ii) the failure of the City to give notice to the Contractor or the Guarantor of the occurrence of any event of default under the Agreement;

(iii) the waiver of the payment, performance or observance by the City of any of the Obligations;

(iv) the extension of time (whether one or more) for payment or performance of the Obligations, or the extension or the renewal of any thereof;

(v) the invalidity or unenforceability of any term or provision of the Agreement based on the lack of authority, insolvency, bankruptcy or reorganization of the Contractor;

(vi) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Contractor, or its assets, or the Guarantor, or its assets, or any allegation of invalidity or contest of the validity of this Guarantee in any such proceedings;

(vii) the default or failure of the Guarantor to fully perform any of its obligations set forth in this Guarantee, or the occurrence of any events of default under the Agreement;

(viii) the failure of any agreement, instrument, certificate, or other document to be executed or delivered in connection with the Agreement; or

(ix) any assignment, amendment, modification, or waiver of, or change in any of the terms, covenants, conditions or provisions of any of the Obligations or the Agreement, or the invalidity or unenforceability of any of the foregoing.

3. This Guarantee shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to any choice or conflict of law provisions or rules (whether of the State of Florida or any other jurisdiction).

4. Subject to the provisions of Section 7 hereof, this Guarantee shall be binding upon and enforceable against the Guarantor, its successors, or permitted assigns and legal representatives (including any successor by merger or consolidation or any transferee of all or substantially all of the properties or capital stock of the Guarantor), whether or not the Guarantor's obligations hereunder are expressly assumed by such successor, assignee, or transferee, and is for the benefit of the City and any of its successors and assigns under the Agreement.

5. Each and every event of default under the Agreement shall give rise to a separate cause of action hereunder, and separate claims may be brought hereunder by the City as each cause of action arises. The Guarantor waives to the greatest extent permitted by law: notice of acceptance hereof; presentment and protest of any instrument, and notice thereof; notice of default; notice of foreclosure; notice of any modification, release or other alteration of any of the Obligations or of any security therefor and all other notices to which the Guarantor might otherwise be entitled. Should the Contractor default in the payment or performance of any of the Obligations, the obligations of the Guarantor hereunder with respect to such Obligations in default shall become immediately due and payable to the City without demand or notice of any nature, all of which are expressly waived by the Guarantor. Payments by the Guarantor hereunder may be required by the City on any number of occasions.

6. No failure, omission or delay by the City in exercising any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other right, power or privilege of the City. No waiver, amendment, release or modification of this Guarantee shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the party against whom any such waiver, amendment, release or modification is sought to be enforced.

7. The Guarantor shall not assign its obligation hereunder nor substitute any Person in place of itself hereunder without first obtaining the express prior written consent of the City, which consent may be withheld by the City in its sole and absolute discretion. Any attempted assignment in violation of this Section 7 shall be null and void.

8. The obligations of the Guarantor to the City set forth in this Guarantee are direct, absolute and unconditional without regard to the liability of any other Person; and shall not be subject to any requirement that the City first enforce any remedies it may have against the Contractor or any other Person, or any requirement to seek to recover from the Contractor hereunder before proceeding against the Guarantor hereunder, and shall not be subject to any claim of the Guarantor against any other Person including the City. No setoff, counterclaim, reduction, or diminution of any obligation, or any other defense of any kind of nature (excepting payment or performance in fact and any other defenses the Contractor has under the Agreement) which the Contractor or the Guarantor has or may have against the City shall limit or in any way affect the Guarantor's obligations under this Guarantee.

9. Each of the Guarantor and the City irrevocably (i) consents that any action or proceeding against it under, arising out of or in any manner relating to this Guarantee shall be brought only in the state or federal courts in and for Dade County, Florida, and consents to the exclusive jurisdiction of such courts; (ii) assents and submits to the personal jurisdiction of any such court in any such action or proceeding; (iii) consents to the service of summons, notice, or other process relating to any such action or proceeding by delivery thereof by hand or by mail in the manner provided for in Section 13 of this Guarantee and consents that it may be served with any process or paper by registered mail or by personal

service within or without the State of Florida, in accordance with applicable laws; (iv) waives any objection, claim or defense which it may have at any time to the laying of venue of any such action or proceeding in any such court; (v) waives any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum; (vi) waives the right to object, with respect to any such action or proceeding brought in any such court, that such court does not have jurisdiction over such party; and (vii) permanently, voluntarily, and with the advice of counsel, waives any rights it may have to a jury trial concerning any dispute involving or arising out of the Agreement or this Guarantee.

10. Upon payment by the Guarantor of any sum to the City hereunder, all rights of the Guarantor against the Contractor arising as a result thereof by way of right of subrogation or otherwise shall in all respects be subordinate, junior in right of payment to, and not exercisable until, the prior indefeasible payment and performance in full of all Obligations.

11. This Guarantee may be executed in multiple counterparts, including by way of facsimile or other electronic transmission (i.e., pdf), each of which shall be deemed an original, but all of which taken together shall constitute one instrument. If any provision of this Guarantee is determined to be unenforceable, the City and the Guarantor hereby agree that such provision may be reformed so that it is enforceable to the maximum extent permitted by applicable laws. In the event that any provision of this Guarantee cannot be reformed, such provision shall be deemed to be severed from this Guarantee, but every other provision of this Guarantee shall remain in full force and effect. This Guarantee is entered into by Guarantor solely and exclusively for the benefit of the City and may be enforced against Guarantor by the City and any of its successors and assigns. This Guarantee contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, representations and understandings of the Parties with respect to the subject matter herein.

12. The Guarantor hereby expressly waives notice from the City of its acceptance of and reliance upon this Guarantee, and of any future creation, renewal or accrual of any of the Obligations.

13. All notices hereunder shall be in writing and shall be sufficiently given for all purposes hereunder if properly addressed and delivered personally by documented overnight delivery service, by certified or registered mail, return receipt requested, or by facsimile or other electronic transmission service at the address or facsimile number, as the case may be, set forth below. Any notice given personally or by documented overnight delivery service is effective upon receipt. Any notice given by registered mail is effective upon receipt, to the extent such receipt is confirmed by return receipt. Any notice given by facsimile transmission or other electronic transmission service is effective upon receipt, to the extent that receipt is confirmed, either verbally or in writing by the recipient. Any notice which is refused, unclaimed or undeliverable because of an act or omission of the party to be notified, if such notice was correctly addressed to the party to be notified, shall

be deemed communicated as of the first date that said notice was refused, unclaimed or deemed undeliverable by the postal authorities, or overnight delivery service.

If to the City:

Director of Public Works
City of Hialeah
3700 West 4th Avenue
Hialeah, FL 33012
Telephone: 305/556-3800
Facsimile: 305/827-0811

Copy to:

City Attorney
City of Hialeah
501 Palm Avenue (4th Floor)
Hialeah, FL 33010-4719
Telephone: 305/883-5854
Facsimile: 305/883-5896

If to the Guarantor:

Telephone: _____
Facsimile: _____

Copy to:

Telephone: _____
Facsimile: _____

Changes in the respective addresses to which such notices shall be sent may be made from time to time by either party by notice given to the other party in accordance with this Section 13.

14. Any termination of this Guarantee shall be applicable only to transactions having their inception after the effective date of such termination and shall not affect rights and obligations arising out of transactions having their inception prior to such date.

IN WITNESS WHEREOF, the Guarantor has executed this instrument on the day and year first above written.

ATTEST: XYZ'S PARENT (Guarantor)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Seal]

Witnesses:

Signature

Print or Type Name

Date

Signature

Print or Type Name

Date

EXHIBIT "D"

SERVICE FEE

The Service Fee for the disposal of Garbage and other types of Class I Waste is \$ _____
per Ton

DRAFT

EXHIBIT "E"

APPROVED DISPOSAL FACILITIES

DRAFT